THE ATLANTA CONSTITUTION.

BY W. A. HEMPHILL & CO.] ATLANTA, GEORGIA, WEDNESDAY, SEPTEMBER 20, 1871. [VOLUME IV—NUMBER 85

Evening Edition.

TUESDAY, SEPTEMBER 19, 1871.

☞ See Fourth Page, for interesting Reading

Off for Baltimore.

MAYOR'S OFFICE, CUTHBERT, Ga., Sept. 18, 1871.

Editors Constitution: The Hon. William Tumlin has been appointed a delegate to represent the city of Cuthbert in the National Commercial Convention at Baltimore, on the 25th instant.

Very respectfully,

JAS. J. RIDDOO, Mayor.

Georgia News Items.

[CONDENSED FOR THE CONSTITUTION.]

Mr. J. N. Carter, of Talbotton, has been seriously injured by being thrown out of his buggy. The weather continues unfavorable, and but little corn or cotton being gathered. The cotton crop will be very short in this section. Planters feel confident of high prices, and being principally out of debt, do not intend to rush their cotton on the market. *Talbotton Standard.*

Sparta has a sensation. A live unknown baby, (a girl) apparently about three weeks old, was found on Monday night about nine o'clock, on the steps of a prominent citizen's residence. The lodge of Knights of Jericho, in Sparta, is in a flourishing condition. The work on the M. and A. R. R. progresses encouragingly, and it is thought that the train will run through to Macon next week. *Southern Times and Planter.*

T. M. Haddock has issued a new directory of Savannah. A British sailor was badly stabbed near the Gas House, by a negro a few days since. The name of John O. Ferrill has been suggested as Mayor of Savannah. Many citizens in a communication to the Republican, suggests the name of General Joseph Johnston as a suitable candidate for the Democracy of Savannah to run for Mayor.—*Savannah Republican.*

Two negro women got into an altercation near Med Patrick's, and one cut the other severely with a knife, causing her entrals to protrude. George A. Cuningiam and Chas. R Johnson, Aldermen of Griffin, are delegates to the Baltimore Convention. J. R. Tolbert, of Pike county, has gone to Europe to procure emigrants for the farmers of his county. Rev. Dr. DeVotie baptised twenty at the Baptist Church in Griffin, on Sunday night. He has baptised about forty during the past four or five weeks. An average corn crop has been made in this section.—*Middle Georgian.*

WASHINGTON, September 14.—A gentleman named Wigfall, formerly of Virginia, but who is now a resident of Brooklyn, owns a handsome residence in Clinton avenue, in that city, valued at seventy-five thousand dollars cash. He says that within the past ten days a prominent lawyer of Georgia proposed to him to buy this property, offering in payment a certified claim against a certain railroad in Georgia for legal fees amounting to one hundred thousand dollars, stating that all he had to do was to present the claim and get the money. Wigfall refused to give the name of the lawyer as he had been requested to treat the matter confidentially. It is suspected that this claim is against the State Road and certified to by the commissioners recently appointed by Bullock to settle the claims against that road.—*Special Dispatch to the Savannah Advertiser.*

James M. Crofut, Chairman of the Board of Health of Beaufort, South Carolina, informs the editor of the Savannah News that the yellow fever has entirely disappeared from that locality. Haigh's Cheap Chews gave their last performance yesterday evening, and the managers are assured that they have fully come up to the greatest expectations, and merit the liberal patronage which they have received in our city. A difficulty occurred between two colored seamen in Savannah, by the names of Charles Cole and Isaac Havelow, in which the latter received a cut, from the effects of which he has since died. Mr. William Rogers, Superintendent of the Central Railroad, has been in Great Britain for some time purchasing steel rails for the road. Mr. Wadley, President of the road, intends building a mammoth depot in Macon on the site of the old Court House, at the foot of Mulberry street. Savannah has burglars. Col. Henry Eden is a candidate for Mayor of Savannah. A telegraph office has been opened at Fleming on the Atlantic and Gulf Road.—*Savannah News.*

Tennessee News Items.

[CONDENSED FOR THE CONSTITUTION.]

Judge Woods refused the application of the second mortgage bondholders of the Nashville and Chattanooga Railroad for the appointment of a Receiver, thus leaving the road in possession of Alabama. The Judge has given an order for the immediate commencement of the bankruptcy suit which is to be tried before Judge Busteed.—*Chattanooga Times.*

Dr. Rhea, of McMinnville, has embarked in a boat of his own building, intending to go the State of Michigan by water. Corn is selling at fifty cents a bushel in Knoxville. One hundred and eighty couples have married in Hamilton county since the 15th of January. The cotton crop of West Tennessee is said to be much injured by drought. A meeting of the Chancellors of Tennessee has been called for the purpose of regulating the rules pertaining to the practice of the Chancery Courts. Middle Tennessee has seventy-five distilleries in operation. A party digging a well in Lincoln county struck a stream of gas at the depth of sixteen feet, which burns readily on being touched with a match. Senator Brownlow's health is so much improved as to enable him to ride around town in a carriage.—*Tennessee Tribune.*

The Giles County Fair will open on the 10th of October. The condition of Gen. John C. Brown, Governor elect, is improving. His friends are hopeful that he will soon be restored to health. Mr. L. Alexander, one of the wounded by the accident on the Louisville Railroad, is here. His face is slightly disfigured; otherwise he is all right. H. T. Massengale has returned home from his Southern trip. He says Georgia can beat the world for railroads, and he has traveled over every railroad in the State. The Board of Trade of Nashville is excited over the subject of getting up a boat for the trade of the Tennessee river. Mr. Gray has returned from Chicago, where he has organized a first class theatrical company. Nashville had a fire on the morning of the 15th. The St. Cloud Hotel and Battle House were damaged to some extent. The fire originated in the kitchen of the Battle House. Chattanooga is putting uptamp posts for gas. The amount of taxable property in Chattanooga is $3,666,788. A Union Church is being built at Cumberland City. The new Memphis theater is open. There are ten men in the Memphis jail indicted for murder. Mr. D. Winter, a well known citizen of Memphis, is dead.—*Nashville Union and American.*

☞ The railway accident near Boston shows that politeness brings its own reward. It is related that a gentleman of Boston gave up his seat in the last car of the Beverly train to a lady and passed forward. The lady was killed and the gentleman was unhurt.

☞ Butler's speeches do not seem to meet with the responses which he would most like to hear. In the one made recently at Springfield, he said:

"Go anywhere, every where, and find a good soldier who served under me, and ask him about me, and I will abide his answer whatever it may be."

A veteran, who offers to compare his record in the army with that of Butler, publishes a letter in which he says:

"I served under Gen. Butler while he was in command at Fortress Monroe, in 1863, and all the time he was in the command of the Army of the James. During the whole time I never heard, so far as I can remember, one word spoken in his praise; but he was always regarded by both officers and men as an incompetent leader, and an arbitrary, tyrannical, brutal, commander. I never met a person in the army who expressed the least confidence in his justice, honesty, or military ability."

How do you like the reply of the veteran, Mr. Butler?—*Reporter.*

A FOOLISH YOUNG WIFE.

Who Elopes the Second Day After her Marriage With a Young New York Rascal—He Robs Her of $1,700 and Leaves Her to Her Fate.

From the Kansas City (Mo.) *Times*, Sept. 6.

Soon after the arrival of the eleven o'clock Hannibal and St. Joseph train on Monday night the railroad "bus" deposited at one of our principal hotels a young and beautiful girl, about nineteen years of age. She had no baggage, and was apparently in great distress. It was with a trembling and choked voice that she gave her name to the night clerk and desired to be shown to a room. In the morning the landlord of the hotel waited upon her, and, after considerable difficulty elicited the following history of her troubles: Her name she gave as Etha Adams. She had left her parents' home, near Lima, Sandusky county, Ohio, one week ago, the restless, dissatisfied bride of a young farmer, who had been given to her as her husband.

They had been school-mates together in childhood, she attending school at Oberlin, he working on his father's farm. The marriage was not objectionable to her, neither was it her choice. The young couple were married and took the train at Norwalk for Cleveland, where they took passage via the lakes for Chicago, intending, as she states, to visit some friends of her husband near Elgin, Illinois.

The steamer was crowded with a gay and festive cosmopolitan crowd, including preachers, gamblers, farmers, traders, tourists and "schoolmarms." The evenings were long and pleasant and the company sociable. In the party on board were a party from Buffalo, among whom was a good looking, well dressed youth, not more than twenty two years of age, to whom the young wife was introduced. "George D. Rankin and Mrs. Adams" soon became very friendly, and to pass the evenings away Mrs. Adams, who had been nurtured in the lap of free-loveism, proposed a game of "Planchette." The mysterious board was produced, and, as she says, "worked to a charm."

They played with the trinket every evening upon the cabin table, and from it she learned that Mr. Rankin was her true husband, and that nothing should intervene to keep them separate. Through the mischievous "Planchette" Rankin planned an elopement at Milwaukee, and a flight to his friends in Colorado. The stolid young farmer, busy with the fast youths on the forecastle and deck, noticed nothing unusual in the close intimacy between his Etha and the young New Yorker, nor did he suspect anything when she asked and obtained from him his well filled pocket-book. The New Yorker and Mrs. Adams took a short walk while the steamer touched at Milwaukee, and of course forgot to return. A fast night train carried them to Chicago, and then on to Quincy, where they carried in concealment to watch for and elude pursuit. While there, Rankin obtained possession of her money, amounting to nearly $1,000, and exchanged a worthless gilt ring for a valuable diamond one—a gift from her mother. They continued their journey on Monday, and all went well until they reached Cameron, when her "affinity," Rankin, left her, as he said, "for a few minutes to take a smoke in a forward car."

He did not return; the train moved on but he came not. Mrs. Adams became anxious; she called the conductor; he had a note for her, written on one of Rankin's own cards. It read:

DEAR GIRL: I am called suddenly away from you. Return to your "hubby" at Elgin until I call for you. Au revoir.

GEORGE.

The train brought the shame-stricken wife to Kansas City without baggage or means to return home. Her dream of love was suddenly broken, her cup of joy dashed aside, and she now realizes the first bitter lesson of human depravity and the folly of "Planchette."

Fortunately she remembered that her mother had friends living in the city, and yesterday, by the aid of the police, found one of them in Mr. D. P. Jamison, proprietor of a railroad boarding house in the Bottom. There she will remain until her husband calls or sends for her.

South Carolina News Items.

[CONDENSED FOR THE CONSTITUTION.]

In spite of groundless and sensational rumors prejudicial to the business interests of Charleston, we find that the actual results, as far as reached, are more favorable than could have been expected under the circumstances to which we have alluded. The substantial figures of our general business are highly satisfactory. Charleston has suffered less by fires in the past year than any other city in the United States for the same period. The department has been called out twenty-four times—twelve by fires and twelve by false alarms. The losses that have occurred reach $45,511. The steamships reaching Charleston from Northern ports come with crowded freights.—*Charleston Courier.*

The corn crop of York county has been cut down one-half on account of the drought. Everything in Columbia in the way of trade and improvements has an encouraging prospect. Several large buildings are in course of construction, and several more about to be commenced upon, among them the new Market, City Hall and the United States buildings. Major E. S. Deane, State Auditor, has resigned that office. Columbia has a Broom factory. Rev. Lovick Pierce, D. D., said to be the oldest working Methodist preacher in the United States, and who was pastor of the Methodist Church in Columbia 63 years ago, will, on Thursday, lay the corner stone of the new Methodist Church building. The store of Messrs. W. D. Love & Co., caught fire Saturday night. Prompt action soon put everything beyond the reach of danger, which might have been serious. Loss $100. A novel case came up before Justice Thompson in Columbia, on Saturday, in the shape of a charge of assault alleged to have been committed by a lady, with a horse whip upon the body of one of the sterner sex. Thereby causing him bodily injury, and against the peace and dignity of the State, etc. The cause of assault was the alleged circulation of slanderous reports and stories regarding the lady's character. The case was tried before a jury, whose sentence was "not guilty," and gave satisfaction to the numbers present.—*Daily Union*

A HEALTHY PICTURE.—Our junior, while romping about the wide world, was presented with a photograph of that healthy looking individual, Colonel Acton, of THE ATLANTA CONSTITUTION. He brought the picture home and gave it to us. We have gummed its back and stuck it upon our desk right in front of us, and when we begin to get mad, we look up, and our passions cools down; when we feel hungry, we look up and are satisfied; when we begin to feel rather important and think we are pretty large, we look up and simmer down. We would like to be Col. Acton, the Colonel is of rather an inconvenient size; he has to keep traveling all the time, no one place can board him more than a day or two at a time, it takes too much to fill him. He would eat out a common sized county in a week. We will try to keep his picture for awhile, for it has a fine effect on our disposition.—*Washington Gazette.*

☞ "Is it not time," asks a Bostonian, "that the Union woman from Georgia, who has been begging so long from one end of the city to the other, and calls upon her patrons in a carriage, and lives at a first-class hotel, had made up her little pile and also made off?"

Marriage in High Life.—Hanleiter's Book Bindery and Blank Book Manufactory has been conjoined to, and forms part of, the Plantation Publishing Company's establishment, which is located in the new Odd Fellows' Hall, Marietta, corner of Peachtree, and presents a **Terrible Temptation** to all in want of anything in the way of PRINTING, BINDING OR RULING.

aug22-tf

L. SAVARESE & BRO, wholesale dealers in Fresh and Saltwater Fish of all kinds, Shad, Oysters, Terrapin, Game, Vegetables, Fruit Shrimps and Crabs always on hand. All orders punctually attended to. Terms cash on delivery. Can be found next door to Jno. Peel's Bakery, Marietta street, Atlanta, Georgia.

aug29—tf

PEEL'S RESTAURANT.—This popular resort is still open to the public. Everything nice can be had here. The bar is supplied with the choicest liquors and cigars. Confectioneries and fruits of all kind. All orders must be accompanied with the cash.

sep27-d1y

BY TELEGRAPH.

ASSOCIATED PRESS DISPATCHES.

WASHINGTON.

WASHINGTON, September 19.—The Mixed Claims Commission, under the treaty of Washington, will meet in this city next Monday. It consists of Russell Guerney, Commissioner; Henry Howard, Agent; and James M. Carlisle, Counsellor, on the part of Great Britain; and Judge James C. Frazier, Commissioner; and Hon. Robert S. Hale, Agent and Counsellor for the United States.

NEW YORK.

NEW YORK, September 19.—The meeting of the Democrats (that opposes Tammany Hall) last evening, was presided over by Sam'l G. Courtney, District Attorney under Johnson. Among the attendants were Ben Wood, ex-Sheriff O'Brien, and Congressman Roosevelt. A fire in Brooklyn yesterday destroyed the cotton factory of Goodman & Myers; loss $25,000; insured. All quiet at the City Hall this morning.

NEW YORK, September 18—Midnight. General George B. McClellan declines to accept the office of Comptroller because he would thereby, under existing circumstances, become a conjestant for the position. Had Mr. Connally resigned, he would under certain stipulations have accepted.

MASSACHUSETTS.

BOSTON, September 19.—The Journal is authorized to say that Senators Sumner and Wilson deeply regret and deplore Butler's course. His nomination would be hostile to the best interests of Massachusetts.

MARYLAND.

BALTIMORE, September 19.—The city is rapidly filling with Knights Templar.

ARKANSAS.

LITTLE ROCK, September 19.—Several white and colored men have been arrested because a negro who had been living with a white woman disappeared from Drew county.

CALIFORNIA.

SAN FRANCISCO, September 19.—O'Donnell Cohen, the astrologer and mesmerriser, who was charged with the crime of producing an abortion, has been discharged on a *nolle prosequi*, the Attorney General rejecting the evidence of the deceased, because, when given, she did not believe herself to be dying.

UTAH.

SALT LAKE CITY, September 19.—An adultery case, growing out of polygamy, will be presented to the Grand Jury to-day. Three prominent Mormons were summoned, who under oath say they do not believe men practising polygamy guilty of adultery, were, upon being challenged, rejected as jurors.

AUSTRIA.

BERLIN, September 19.—The German army will be placed upon a peace footing immediately and reduced to the effective strength of four hundred thousand men. Von Moltke has been created Marshal of the Empire.

FRANCE.

PARIS, September 19.—The Paris forts are to be formally surrendered by the German occupants to the French to-morrow.

The four departments contiguous to Par's follow immediately.

Arnim and Thiers settles the details of a peace convention to-day.

Telegraphic Markets.

CINCINNATI, September 19, 3 P. M.—Cotton dull and drooping; low middlings 19; middlings 20. Whisky active and firm at 90. Flour steady with fair demand; superfine $5 12½; extra $5 62½; family $5 87½. Corn firm and in good demand; mixed shelled 56. Oats steady with good demand; prime mixed 35a38. Mess pork strong and advancing at $13 60. Bacon active and higher; shoulders 7½; clear rib sides 7½; clear sides 8. Hams active and firm; sugar-cured 15½a16. Bulk meats buoyant and advancing; shoulders 6½; clear rib sides 6¾; clear sides 7½. Lard steady with good demand; city kettle rendered 9. Wheat scarce and higher; prime red $1 28. Bagging 19.

NEW YORK, September 19.—Cotton unsettled and decidedly lower; middling uplands 22½; Orleans 20½; sales 300 bales.

Cotton sales for future delivery, yesterday evening, 7,900 bales—September, 19¾a19 9-16; October, 19¼a19½; November, 19 5-16a19¾; December, 19¼a19½; January 19¼a19½; March 20.

Flour dull and drooping. Wheat quiet and nominally unchanged. Corn dull and unchanged. Pork steady; mess $13 40a13 50. Lard firm at 9¼a9½. Turpentine quiet and firm at 61½a62. Rosin firm at $3 for strained. Freights dull.

Stocks opened strong but now much better. Gold 14¼a14½. Governments dull but strong. Money strong at 3. Exchange—long 8½; short 9½.

LONDON, September 19, noon.—Consols opened at 92¾.

LATER—The weather throughout England is fair and favorable to crops. 62s 93¼.

LIVERPOOL, September 19, noon.—Cotton opened at quiet and steady; uplands 9½; Orleans 9¾.

LATER—Cotton quiet and steady; sales today will not exceed 8,000 bales; 2,000 for export and speculation. Shipments of cotton from Bombay since last report to the 18th, 7,000.

Dr. Hurley's Ague Tonic!

Purely Vegetable! No Arsenic! No Mercury in its Composition!

NO CURE, NO PAY, if directions be followed. No danger in taking an overdose, as we put no poison in our medicines. One dollar per bottle.

Dr. Hurley's Stomach Bitters!

IS the remedy, par excellence, for all diseases arising from debility, disordered stomach, loss of appetite, torpid liver, indigestion, and all kindred ailments, where a simple and, permanent, stimulant and tonic is required. Pleasant to take. One dollar per bottle.

DR. HURLEY'S SYRUP OF SARSAPARILLA

With Iodide of Potash.

THIS Preparation has long been recognized by the medical profession, both in the Middle Districts, as the most reliable, searching and harmless alterative within their reach, and as a Blood Purifier it certainly stands without a rival. One dollar per bottle.

Dr. Seabrook's

INFANT SOOTHING SYRUP.

THE indispensable remedy in the nursery. No more use for laudanum, paregoric, Bateman's Drops, or other strong opiates. No bad effects from the use of Seabrook's. Health to the child, rest to the mother, and a clear conscience to the vendor. 25 cents per bottle.

Dr. Hurley's Popular Worm Candy

IS really all it claims to be—a SPECIFIC—preserving all worms from the human viscera. No harmful effect from its use. Children love it. No danger in giving an overdose. Observe our box.

Dr. Seabrook's

ELIXIR OF BARK AND IRON,

THE Great Tonic and Appetizer. One dollar per bottle. All for sale by Druggists everywhere.

D. SEATON & CO., Proprietors,

sep18-6ow&wtf Louisville, Ky.

RAILROAD STOCK,

Fifty-one (51) Shares in the East Tennessee and Georgia Railroad

For Sale.

ON WEDNESDAY, the 20th of September, instant, at 11 o'clock, A. M., at James Bank, corner of Whitehall and Alabama streets, in Atlanta, Michael Gardner, as administrator of Timothy Gardner, and as administrator of Patrick Gardner, both of whom are dead, will sell at public outcry, the above mentioned Fifty-one Shares of Stock, as the property of said Michael and Timothy Gardner, deceased, and held and owned by said estate. Terms cash. September 7th, 1871.

L. E. BLECKLEY,
Attorney for the Administrator.

sep8—td2w

Livery Stable at Grantville.

PERSONS wishing to go to Griffin, Flatrock or any of the neighborhood, can leave their horses at Grantville, on the railroad, as conveyance, at any time, on the arrival of any train, by applying to

JUDITH & CLOWER,
Grantville, Ga.

sep8—d1m

BUSINESS DIRECTORY.

☞ Cards of six lines or less, under this head, for one year, for twenty-five dollars for one year; fifteen dollars for six months; ten dollars for three months; $2.50 dollars for one month. Payable in advance.

PROFESSIONAL CARDS.

S. D. McCONNELL, Attorney at Law. Office over Phillips & Crew's Bookstore, corner Marietta and Peachtree streets, Atlanta, Georgia. P. O. Box 543. july30-d3m

DEPPLER & HOWELL, Attorneys at Law, Atlanta Ga. Office No. 34, H. I. Kimball House.
C. PEPPLER. E. P. HOWELL.
july16-d1y

DR. WM. HENRY CUMMING, having removed to Atlanta, offers to the public his Medical Services. Office over Phillips & Crew' Book Store corner of Marietta and Peachtree streets. Residence in the same building. july23-d3m

DRS. LOVE & INGRAHAM, office Powell Hall, (junction Peachtree and Broad streets, residence and home office) corner Ivy street, near Houston. P. O. Box 161.
WM. ASHBY LOVE, M. D. E. P. INGRAHAM, M. D.
feb26—d1y

DR. R. S. ELLIUPS, Resident Dentist. Office over Chamberlin & Boynton's, Whitehall street, Atlanta, Georgia. jan7-d1y

Educational.

FREEHOLD INSTITUTE,

Freehold ..... New Jersey.

A Boarding School for Boys.

For Catalogues, apply to the Principal.
sep5—d1m REV. A. G. CHAMBERS.

Irving Seminary.

A FIRST-CLASS DAY AND FAMILY BOARDING SCHOOL for young ladies, 621 North, Sixth street, Philadelphia. $200 per annum. Two vacancies. For Circulars, address LUMEN V. CARR, Principal. References—Robert Tilden, Esq., Quincy, Illinois; Judge Woodhull, Camden, New Jersey; Dr. D. G. Brinton, Philadelphia; Edwin R. Simpson, Kimball House, Atlanta, Ga. sep10-d2w

University High School,

Atlanta, Ga.

THE Exercises of this School will be resumed in the basement of the Oglethorpe University Building, corner of Washington and Mitchell streets, on MONDAY, the 11th, of September, 1871.

PROF. J. A. RICHARDSON, A. M.,
Late of the Atlanta High School, Principal.

This Term will be divided into two Quarters—the first ending on 30th November next, and second ending 28th February, 1872.

Terms per Quarter—One-half before matriculation, and the remaining half at the end of the Quarter.

Primary	$12 50
Classical	15 00
Incidental fee per quarter, in advance	50

No student received for less time than one quarter.

No deduction will be made except in cases of protracted sickness, or when a withdrawal is absolutely necessary. aug29-d1f

INSTRUCTION IN MUSIC.

PROF. SHARP AND LADY have returned to Atlanta for the purpose of establishing themselves permanently in their profession. They have opened rooms in the GRANT BLOCK, corner of Broad and Marietta streets, where they will be happy to see any of their former patrons, and all others, who may wish to be thoroughly taught in VOCAL and INSTRUMENTAL MUSIC. For terms of instruction upon Piano, Guitar, etc., please call at their rooms. Entrance on Broad street. sep5-d1m

TROY FEMALE SEMINARY.

THIS INSTITUTION offers the accumulated advantages of over 30 years of successful operation. Every facility is provided for a thorough course of useful and ornamental education, under the direction of a corps of more than 20 professors and teachers. For circulars, apply to JOHN H. WILLARD, aug15-d2m Troy, N. Y.

REV. B. A. BONNHEIM'S

English and German School.

WILL be re-opened on the FIRST MONDAY IN SEPTEMBER, (4th,) in which the usual branches of an English education are taught, and in which, also, special attention is paid to the German Language.

Price of Tuition is $5, $4 and $3, in advance, per month, according to the branches taught in the respective classes.

Rev. B. A. Bonnheim will be assisted in the English Department by Mrs. L. C. Candler, the daughter of Rev. H. Bokum, in whose school her success as instructress in the English branches has been well established. aug24—d1f

HOGANSVILLE INSTITUTE,

(MALE AND FEMALE.)

THE FALL TERM of this Institution will open on the 14th of August, and continue four Scholastic months.

Board and Tuition not to be Paid till the Close of the Term.

BOARD, PER MONTH..... $12 50.

Tuition, per Term, from ..... $13 to $16.

Music upon any instrument (10 lessons per month) $20 per term.

For circular, address GEO. C. LOONEY, Hogansville, Georgia.

july18—d2m

Wesleyan Female College,

MACON, GA.

THE THIRTY-FOURTH ANNUAL SESSION of this Institution will open on Monday, October, 2d, 1871, with the following

FACULTY:

Rev JOHN M. BONNELL, D. D., President and Professor of Mental and Moral Science and Rhetoric.
Rev. COSBY W. SMITH, A. M., Professor of Mathematics.
Rev. WILLIAM C. BASS, A. M., Professor of Natural Science.
C. SCHWARTZ, A. M., Professor of Modern Languages and Latin.
Mrs. ALICE CULLER COBB, Assistant in Literary Department.
Miss JULIA O. SIMS, Assistant in Literary Department.
Miss LAURA A BARKSDALE, Assistant in Literary Department, and Teacher of Calisthenics.
ALBERT N. WHITNEY, Professor of Music.
Mrs JULIA H. WHITNEY, Assistant in Music.
Miss MARIA KING, Assistant in Music.
Miss JANE KENNEDY, Assistant in Music.
Mrs. F. T. CROWE, Teacher of Drawing and Painting, and Assistant in Music.

TERMS PER ANNUAL SESSION.

☞ Payable Quarterly in Advance ☜

Tuition in the Regular Course	$60 00
Tuition in the Preparatory Class	40 00
Incidental fee (paid by Day-scholars)	5 00
Board (including Fuel, Washing and Lights)	225 00
Latin, Gymnastics and Class-singing without additional charge.	

OPTIONAL BRANCHES.

French	$30 00
German or Spanish (either) according to number in Class.	
Instruction on Piano or Melodeon in the highest class	25 00
Instruction in the best advanced class	20 00
Use of Piano, one hour per day	15 00
Use of Melodeon, one hour per day	6 00
Special Vocal Lessons (single)	2 00
Special Vocal Lessons (in class, from	$30 to 40 00
Instruction in Drawing	15 00
Instruction in Oil Painting	20 00

New pupils charged from the beginning of the month in which they enter, except for board when the entrance is after the middle of the month.

For further information, address the President.

aug31—d1m&wtf SAMUEL SMITH, Secretary Faculty.

CHOICE SEED OATS!

200 bushels Norway Oats.
200 bushels Surprise Oats.
200 bushels Golden White Oats.

Also a large stock of Seed Oats at low prices, at ADAIR & REID,
sep16-1m Whitehall St.

B. H. HILL. B. H. HILL, Jr.
J. EDGAR THOMPSON. C. D. HILL.

B. H. HILL & SONS,

Attorneys at Law,

H. I. Kimball House, (Room No. 10 Parkerson Range)

ATLANTA, GEORGIA.

WILL practice in all the Courts sitting in Atlanta, and in the Supreme Court, and in the United States District and Circuit Courts in Atlanta and Savannah, and in the Superior Courts in any portion of the State accessible by rail. All business entrusted to them will receive prompt attention. sep8—d2m

Educational.

THE MISSES LANE

WILL OPEN A

Boarding School for Young Ladies,

IN NEW YORK CITY, ON

Wednesday, September 20th, 1871,

For reference or circular apply to Dr. J. F. Bonnell, Atlanta, Ga. july18—d2m

NORTH GEORGIA FEMALE COLLEGE,

IVY STREET,

Between Wheat and Line Streets, Atlanta, Ga.

FALL SESSION opens September 4th, 1871. For Circulars, containing full particulars, apply at the Book and Music Stores, or at the College.

A. J. & ANNIE D. HAILE,
july23—d2m Principals.

Martha Washington College,

ABINGDON, VIRGINIA.

R. W. JONES, M. A., (University of Virginia,) President and Prof. of Latin and Higher Mathematics.

Rev. W. G. E. CUNNINGHAM, D. D., Treasurer and Prof. Moral Philosophy, etc., with NINE other Professors and Assistants.

THE next session will begin 4th October, 1871. The course of instruction is as complete as that of any institution in this country for Young Ladies. Instrumental (Piano and Organ) and Vocal Music taught by the most accomplished Masters; Drawing and Painting by a skilful Artist.

Buildings commodious, elegant and well furnished; grounds incomparably beautiful—situated on the Virginia and Tennessee Railroad, 15 miles east of Bristol, amid the mountains and mineral waters of Southwestern Virginia. This College possesses advantages of healthfulness, grandeur of scenery and accessibility rarely equalled and never surpassed.

Board and Tuition in English and Latin, for Twenty Weeks, from $76 to $105, in advance.

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sep13-d1w

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July29—d1f&wtf

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july20-d3m

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DEFIES REFUTATION

Morning Edition.

ATLANTA:

WEDNESDAY, SEPTEMBER 20, 1871.

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A full report of the decisions of the Supreme Court is furnished to THE CONSTITUTION exclusively, by the Reporter of the Court.

Augusta Fair.

We return our thanks to Mr. E. H. Gray, the efficient Secretary of the Cotton States', Mechanics' and Agricultural Fair Association, for an invitation to the Second Grand Annual Fair to be held at Augusta, October 31, and November 1, 2, 3 and 4th.

THE CONSTITUTION will try to be represented.

The Pardoning Power.

We are glad to see that our State papers are speaking out upon the grave wrong involved in the exercise of the pardoning power by the Governor before trial and conviction. The old Constitution did not allow it. The new Constitution does not forbid it, and we have heretofore expressed the opinion that the Constitution was changed by the Radicals for the express purpose of allowing the Governor to pardon any offenders who might commit crime for party interests. We could give instances of pardon of this kind.

The late decision of the Supreme Court, Judge Warner, dissenting, has riveted the power in the Executive.

There is not in all candor an Executive power more dangerous to the good order, the law and the liberties of the people than this. There is none that conflicts more with the very essence of criminal justice. There is none capable of more deadly abuse to the injury of the State. It is wrong in principle, indefensible in theory and fatally pernicious in practice. It is a direct invasion of the rights of the Judiciary. It literally places the criminal jurisprudence of the country in the hands of the Governor in violation of fundamental law.

The only remedy is in the circuitous process of a repeal of the Constitution on this point by two-thirds majorities of two successive Legislatures and the ratification by the people.

We called attention at the last session of the last Legislature to the matter, and urged action. The Hon. Dunlap Scott introduced a resolution amending the Constitution in this particular, but like nearly every other good measure, it was not acted upon by that mongrel incompetent body.

We trust that the State press will press the matter upon the people, so that the wrong may be remedied as speedily as possible. Let the public be awakened to the danger and impolicy of the law as it now stands, so that the next General Assembly will act promptly.

New Jersey.

The Democratic State Convention of New Jersey, which met on the 13th inst., nominated Hon. Joel Parker as its candidate for Governor. The convention adopted a "platform" mainly devoted to State affairs. The following are the "planks" referring to national politics:

9. Favors prompt and complete amnesty of all persons for political offenses.

10. Favors the raising of a revenue for the economical support of the Government and payment of the National debt by a tariff upon luxuries, and the abolishment of taxes upon the necessaries of life is recommended.

11. Recognizes the laboring element as the true source of national wealth and strength, and claims that the rights of labor should be properly recognized.

12. Protests against the extraordinary military power given by the late Congress to the President.

13. Recognizes the Constitution and amendments thereto as the organic law of the country.

14. Believes the Government ought to be one of united powers as prescribed in the Constitution, not a supreme, unlimited, imperial Goverment.

Ex-Gov. Parker was elected Governor in 1863 by 14,500 majority. He was an earnest war Democrat. In 1868, he was voted for in the National Democratic Convention as a candidate for the Presidency. In 1868, the New Jersey vote on the Presidency was 163,000. Seymour receiving 3,000 majority over Grant, and the present Democratic Governor, Randolph being elected by 3,500 majority. In 1870, the Republicans had a majority of 3,400 on the Congressional vote, owing to the accession of the colored vote under the 15th amendment, and to Democratic disaffections.

Parker is very popular. A hot fight is expected. It will be seen that the New Jersey Democracy bury the "war issues."

As far as we have been able to learn in our inquiries North, the Democracy by their new movement mean pretty much what Mr. Stephens has said very clearly in the following paragraph:

"We have no objection to those who *accept* the "fraudulent amendments" as *existing facts* while the administration of the government is in the hands of those who are clothed with power to enforce them; but who do not *endorse* them as *finalities*. We hail as friends all those who acquiesce in them as *de facto*, but not *de jure* parts of the organic law."

This is, they "accept the fraudulent amendments as existing facts," and "acquiesce in them as *de facto* parts of the organic law." Some go a little farther, but this is the average position, as far as we could learn, and when the fact can become known that Mr. Stephens "hails as friends all those who acquiesce in the new amendments as *de facto* parts of the organic law" we augur good results. Mr. Stephens is right in arguing against the Democracy declaring that the amendments have been constitutionally settled, but we have never believed that the Northern Democracy so meant to declare.

The 9th resolution of the Pennsylvania platform reads thus:

Resolved, That we recognize the binding obligations of all the provisions of the Constitution of the United States, as they now exist, and we deprecate the discussion of issues which have been settled in the manner and by the authority constitutionally appointed.

We regretted to see it contended by Southern Democrats that the Pennsylvania Democracy in this resolution applied the last part of it to the amendments. We think they did not so mean it. As we claimed two months ago, this resolution is divisible into two parts. The first recognizes the binding obligation of all the provisions of the Constitution, including the new amendments, as defacto the law. The second part deprecates the discussion of issues constitutionally settled, leaving it an open question as to what issues are so settled. Granting that the construction is doubtful, we think we should give the most favorable construction to the resolution.

But fortunately there is a certain test of what is not a matter. The Pennsylvania Democratic State Central Committee, appointed by the PARTY Convention that passed the foregoing resolution to issue an address illustrating the views of the Convention and interpreting its platform, use the following pointed language, falsifying the damaging construction put on that resolution by some of the Southern Democrats, and placing the purpose of its framers beyond all doubt. We call attention to the italicized passages:

"We here solemnly renew our oft-repeated declaration of fidelity to the great principles upon which our party has acted from the time of its first organization. Our ultimate objects are those of our fathers when they adopted the Federal Constitution, to-wit: "To form a more perfect Union, to establish justice, to insure tranquillity, to promote the general welfare, to provide for the common defense, and secure the blessings of liberty to ourselves and our posterity." We sincerely believe that the government of the United States, administered as it was in former days, with a direct view to the advancement of these principles, would do for us and for our children all that any people can reasonably desire from the political system under which they live. We are equally sure that if not carried out in the spirit of those by whom it was framed, it must become a curse instead of a blessing. Situated as we are, obedience to the fundamental law means not only the honest performance of sworn obligations, but freedom, peace and prosperity to all classes of the people. On the other hand, the usurpation of interdicted or undelegated power is not only a crime in itself, but the fruitful parent of other crimes, and will lead, as it has already lead, to indefinite misgovernment corruption and tyranny, subverting all liberty, and rendering the rights of all men insecure. When we speak of the Federal Constitution, we mean the whole instrument, with all its amendments, and acknowledge the equal obligation of every part. *Several of those amendments were carried by brute forces and by frauds upon the public will, so glaring as to take from their authors all claim upon our respect. But we cannot deny that they have actually become a part of the Constitution; nor can we avoid that fact, nor get behind it, by showing the corrupt misconduct of the men who at that time controlled Congress and mastered the State Legislatures.* Whosoever swears to support the Constitution must perform all that is "nominated in the bond." Any change which experience and reason shall prove to be desirable must be made in the prescribed way, and not by revolutionary and disorderly means."

It will be seen that so far from announcing the untruth that the amendments were constitutionally settled, the Pennsylvania Democracy deliberately declare that they were *"carried by brute force and by frauds upon the public so glaring as to take from their authors all claim upon our respect."*

Could language be more stronger? Could the usurpations of the Radical party be more pointedly and forcibly put? Could there be a more conclusive refutation of the charge made against the Pennsylvania Democracy by some of their Southern friends, that they endorse the method by which the new amendments were passed.

We deprecate this warfare on the Northern Democracy, in which doubtful damaging and far-fected constructions of their views are set up by their friends as points of friendly attack. However good the motives of those who do it, it is fomenting strife and derision in the party, it is setting up dangerous puppets just to knock them over at the dost of party success, it is carrying the war into our camps to the assistance of the enemy, it is aiding our adversaries indirectly by weakening our allies, and nullifying their assaults.

We cannot too strongly urge upon our Southern Democracy to be careful how they embarrass their Northern friends, particularly on doubtful grounds, and fanciful causes. With the downfall of the Northern Democracy the Southern Democracy goes to destruction.

Better pursue "masterly inactivity."

Duel.

The Augusta Chronicle and Sentinel of Tuesday, brings us the particulars in full of a duel fought on Sunday, just outside of the corporate limits of the manufacturing town of Graniteville, South Carolina, between two gentlemen of Augusta. The weapons used were Colt's navy revolvers, loaded by gunsmiths in Augusta, the distance was fifteen paces. The principals were Captain Wm. M. D'Antignac, of Augusta, and Mr. Dell, of St. Louis, Missouri, who has been residing in Augusta for some time past. A difficulty occurred between the parties Friday night, which resulted in Captain D'Antignac striking Mr. Dell. Before the fight could progress any further, a number of gentlemen present interfered, and prevented further hostilities. A challenge was sent to Captain D'Antignac by Mr. Dell, through Mr. G. E. Ratcliffe. The invitation was accepted, and the challenged party named as his friend Mr. J. B. Harriss. The matter having gained some little publicity, the parties were arrested, appeared before Judge Olin, waved a preliminary examination, and gave bond each, in the sum of one thousand dollars to keep the peace.

Saturday night the challenge was renewed and after a consultation between seconds, the meeting was arranged to take place at Graniteville at seven o'clock the next morning. Ten or twelve persons accompanied the party to witness the duel, and Drs. Campbell, Carter and Ford, went to give medical assistance if needed. After being arranged on the ground, Mr. Harriss was selected to give the word. He repeated the usual formula, and at the word the parties fired. Mr. Dell was uninjured, but Captain D'Antignac had a narrow escape. His antagonist's ball entered the left lappel of his coat and passed out near the arm without raising the skin. Mr. Dell not being satisfied, the duel proceeded. At the second fire Captain D. was uninjured his ball entered Mr. D's right leg, a few inches above the knee, inflicting a flesh wound, and passed into the left leg making a wound of a serious character. This ended the duel. The parties all returned to Augusta without being arrested.

DECISIONS
—OF THE—
SUPREME COURT OF GEORGIA.

Delivered at Atlanta, Tuesday, Sept. 19, 1871.

[REPORTED EXCLUSIVELY FOR THE ATLANTA CONSTITUTION, BY H. J. HAMMOND, S. C. REPORTER.]

G. A. Worthy, administrator vs. H. G. Tate. Equity, from Troup.

LOCHRANE, C. J.

When a bill in equity was filed by Mrs. Worthy alleging that she had purchased from Tate the premises in dispute, and having great confidence in him, had given him the deed and tax receipts thereto, at his request which on her request to return, he said he had burned up, and the prayer of the bill was to cause said deed and tax receipts to be returned, and also to enjoin proceedings to eject her as the tenant of Tate the former owner, under the provisions of the Code against tenants holding over. And she further presented her inability to give bond under the section of the Code requiring security with the counter affidavit to arrest the proceedings under the warrant, etc., and the bill was demurred to and a motion made to dismiss it upon the ground that there was a complete remedy at law, and for want of equity, which motion to dismiss was sustained by the court.

HELD, Under the facts presented by the bill that this was error. There was equity in the bill as against Tate, to cause the delivery of the deed and tax receipts, and the provision for defense by counter affidavit and bond under the 4007 section of the Code was not ample and complete, and the facts developed such a condition of alleged fraud and trust, as invoked the jurisdiction equity.

Judgment reversed upon the ground the court erred in dismissing the bill under the facts in this case.

R. H. Bigham, by T. H. Whitaker, for plaintiff in error.

Longley & Harris, N. J. Hammond & Bro. *contra.*

Isaiah Hollingsworth vs. J. B. Tanner. Refusal of Injunction, from Henry.

LOCHRANE, J.

Where, upon a bill filed to enjoin the execution of certain fi. fa. obtained against A. as principal, and B as surety, upon the ground that the owner of the fi. fa. had made a contract with A, by which he owed him an amount equal to the judgment, and which he paid him to the wrong of his surety, by which the surety claimed to be discharged, and upon the hearing the holder of the fi. fa. by his answer showed that he was the owner thereof, and that during the war he had employed the principal defendant to carry off his negroes out of the reach of the Federal army, and had paid him therefore at the time in old issue of Confederate money, and that his family were destitute, and that there was no collusion, etc., and the court upon the bill and answer refused an injunction:

HELD, That this court will not interfere with the discretion of the judgment in refusing an injunction under the facts in the case, and that the employment and payment of the principal defendant as stated, did not discharge the surety from liability on the judgment.

Judgment affirmed.

A. M. Speer, S. C. McDaniel, for plaintiff in error.

M. Arnold, *contra.*

Thos. S. Powell vs. Jesse Boring. Relief Act 1868, etc., from Fulton.

LOCHRANE, C. J.

Where a party upon a motion to open a judgment under the Relief Act of 1868, which was dismissed by the court, fails to bring up in the record to this Court, the original record of the judgment moved to be opened:

HELD, That, inasmuch as the party alleging error must show affirmatively the existence of the error complained of, that this Court will presume, in the absence of the record of the judgment, everything in favor of the judgment, and of the dismissal of the motion.

HELD AGAIN, That, where it appears, from the statement of the facts set out in the motion, that the defense to the original suit involved the same issues now involved and presented by the motion, this Court will not set aside the judgment of dismissal.

HELD AGAIN, That all motions under the Relief Acts to, open judgment, must be confined to the legal equities authorized to be pleaded by said act, and new matters of defense not embraced in the law are insufficient to predicate such motion upon.

Judgment affirmed.

P. L. Mynatt, Tidwell, Fears & Arnold, for plaintiff in error.

A. W. Hammond & Son, L. E. Bleckley, *contra.*

C. B. Welborn vs. Warren Aikin. Assumpsit, from Fulton.

LOCHRANE, C. J.

Where it appears from the record that A sued W upon a promissory note dated in 1868, and that W had filed his plea under oath, that it was given in renewal of a contract made before the 1st of June, 1865, and the court called the case out of its order on the docket under a rule by which he disposed of cases in which no issuable defenses were filed under oath, and against the objection of W, heard the argument on the plea, and dismissed it upon the ground that the act of 1870 was unconstitutional:

HELD, That the court erred in dismissing the plea upon this ground. The law of 1870 is not *expost facto*, for that applies to criminal and not civil cases. The requirement that an affidavit be filed that taxes due the State thereon have been paid, does not render it unconstitutional. If no tax was due, the law imposes none, and if the tax was due, creditors are not a favored class to be exempted from the payment of their legal taxes. The Parliamentary law said to them was violated, and, by it in the constitutional provisions for the passage of laws, does not operate to render it unconstitutional. Acts of the Legislature are presumed to be constitutional, and courts will not declare them void except in clear and urgent cases. It does not impair the obligation of contracts, for the law does not alter, modify or change a word in it; nor does it impair the remedy, but both stand untouched by the law, and the requirement of the payment of tax due on the contract neither impairs the obligation of it nor denies the remedy; and the fact presented by the plea that the note sued on was given in renewal of an old debt due before 1st June, 1865, if denied, was an issuable defense; if not denied, it stayed judgment untill the law was complied with, and if denied it was a fact to be tried by a jury. When on the motion to set aside a judgment made in the case, it appears that the note was given in settlement and consideration of a claim held and a judgment transferred upon a third party, and was not within the provisions of the Act of 1870, while we hold the court erred in dismissing the plea still by the facts when it appears no injury was done to the defendant and his facts set up sufficient to show the judgment would not be changed by a new trial and reversal, a new trial will be granted. We affirm the judgment upon this ground.

Judgment affirmed.

McCAY, J., concurred on both grounds.

WARNER, J. concurring.

I concur in the affirmance of the judgment of the court below, on the ground that the Act of 1870 requiring an affidavit of the payment of taxes on all debts contracted prior to the 1st June, 1865, as a condition precedent to a recovery by suit thereon in the courts of this State, is unconstitutional and void.

Olin Welborn, A. W. Hammond & Son, for plaintiff in error.

Hill & Candler, W. Akin, *contra.*

James M. Austin vs. Wm. Markham. Motion from Fayette.

McCAY, J.

1st. A motion to reinstate a case made at a term subsequent to that at which the judgment of dismissal was had, stands on the footing of a motion for a new trial, and requires the same excuses for the delay as is required in motions for new trial after the term has passed.

2d. A promise to pay a debt due by an applicant to be declared a bankrupt, in consideration that the payee will withdraw his objections in the Bankrupt Court, to the discharge of the bankrupt, is illegal and void, and no action can be sustained on such promise.

Judgment reversed.

R. T. Dorsey, Hugh Buchanan, for plaintiff in error.

Tidwell, Fears & Arnold, *contra.*

Sparks & Tye vs. David Burghiem. *Certiorari* from Fulton.

McCAY, J.

Section 3987 of the Revised Code, requiring the plantiff in *certiorari* to give the opposite party in interest written notice of the sanction of the writ, and time and place of hearing, at least three days before the sitting of the court, to which it is returnable etc., ect. applies to *certioraris* from the justice courts, and is still of force under the Constitution of 1868.

Judgement affirmed.

Mynatt & Dell, for plantiff in error.

John Milledge, Jr., *contra.*

W. Reid vs. Jesse McLendon. Case, from Troup.

McCAY, J.

This was an action on the case for damages alleged to have been suffered by the plaintiff in consequence of the seizure of his cotton in 1865 by the United States Treasury officials which seizure it was alleged was caused by an affidavit made by the defendant to the effect that plaintiff had subscribed that amount of cotton to the Conferate cotton loan, and had not paid them same, which affidavit it was alleged was untrue. It was in proof that the defendant had made the affidavit, and that the plaintiff, subscribed to the said said loan and paid in fact, fully paid it. It was further proven that the Treasury agents had seized the cotton, and that the proceeds had gone into the United States Treasury. There was also proof that the defendant, who was himself one of the sub-agents for collecting the cotton loan for the Confederacy, had some reason to believe and did, in fact, believe that the plaintiff had not paid his loan to the Confederacy.

The court was asked to charge, that if the plaintiff's cotton was seized by the Treasury agents in consequence of defendant's affidavit and that said affidavit was untrue, he then was liable for plaintiff's damage, and that the measure of the damage was the value of the cotton, with additional damages as a punishment if the proof showed malice on the part of the defendant. This charge the court refused, and charged that, if the defendant acted in good faith, and made the affidavit on proper demand by the United States officials, honestly believing he was stating the truth, after proper caution and prudence on his part as to his means of information he was not liable at all, even though he was mistaken in the statement that the loan had not been paid.

HELD, That there was no material error in the charge, and the jury having found under the charge for the defendant, it was not error in the court to refuse a new trial.

Judgment affirmed.

Mabry, Toole & Son, Longley & Harris, Wm. Dougherty, for plaintiff in error.

B. H. Bigham (by T. H. Whitaker) Ferrill, Hammond & Bro., *contra.*

C. Tan. Arlandio vs. Cathleen Joiner. Trover, from Fulton.

McCAY, J.

In an action of trover for a watch, it appeared that the true owner of the watch was the plaintiff—a married woman—that her husband had pawned it to secure $150 advanced to him upon it by the pawnee, that at the time of the pledge the husband had waived in writing, his right to thirty day's notice, etc., as required by section of the Code, in case the debt was not paid, and that the pawnee, on the failure to pay the loan, had sold the watch, by an auctioneer, to the highest bidder but without the thirty day's notice to the pawner, and that the defendant was the highest bidder, and was now in possession, and had refused to deliver to the plaintiff.

There was evidence that the wife had authorized the husband to raise money on the watch, but there was other evidence contradicting this.

The court charged the jury, that even if the wife had authorized the husband to raise money on the watch, this would not authorized him, to waive the provisions of the law as to notice, and mode of sale in case of default, and that her title would not be divested unless the sale was in pursuance of the statute.

He further charged that the measure of damages was the value of the watch and refused to charge, as requested, that if the husband had authority to pledge it to raise money the wife could not recover until she paid the amount advanced.

HELD, 1. That the mere authority to raise money on the watch did not authorize the husband to consent to the sale except in the ordinary mode after due notice as required by the statute.

2. That the title of the plantiff was not divested by the sale, without the notice etc., required by the Code.

3. That the plaintiff could recover without paying or offering to pay the money borrowed, even if the husband had authority to raise money by pledging the watch, as the sale was a conversion.

4. That the defendant acquired by his purchase every right of the pawnee, and was entitled to reduce the damages by the amount of money due the pawnee, since, if the husband had authority to raise the money as the agent of the wife, her damages from the conversion was the value of the watch less the money advanced thereon by the agent.

5. That as there was evidence *pro* and *con*. as to the authority of the husband to pledge the watch it was the right of the defendant to have the law charged to the jury in both aspects of the case and as the court charged the jury that the measure of damages was the value of the watch in any event, this was error and the Judge erred in not granting a new trial.

Judgment reversed.

Hillyer & Bro., for plaintiff in error.

Collier & Hoyt, P. L. Mynatt, contra.

E. J. Sullivan vs. The Cotton States' Life Insurance Company. Complaint, from Henry.

WARNER, J.

This was an action brought by the plaintiff against the defendant on a Life Insurance policy, dated October, 1869, by which the defendant contracted to insure the plaintiff and her husband on the terms and stipulations therein contained, in the sum of one thousand dollars, during the continuance of their natural lives. The plaintiff alleges that her husband, T. M. Sullivan, died on the 7th day of May, 1870. The defendant plead in bar of the plaintiff's right to recover, the nonpayment of the premium due on the policy on the 25th of April, prior to his death, as required by the terms and conditions of said policy, which is as follows: "That an annual premium of fifty-eight dollars and four cents, to be paid on or before the 25th day of October, in each and every year, from the date of and during the continuance of this policy, which annual premium is to be paid in manner following: An annual loan of twenty-nine dollars, and a cash semi-annual premium of fourteen dollars and eighty-one cents, to be paid on the 25th day of October and April. Provided, Always and this policy is issued by this company, and accepted by the insured, on the following express conditions: First, If the premiums due on this policy shall not be paid at the times above mentioned, then this policy shall terminate and become void and of no effect." Such is the express condition of the the contract in relation to the nonpayment of the premiums stipulated to be paid in the policy. On the trial of the case it was not pretended that the semi-annual premium which became due on the 25th of April, 1870, had been paid, or offered to be paid by the insured to the company or its agents, but the plaintiff offered evidence to prove that prior to the execution and delivery of the policy, one David, who was acting as the agent of the company to obtain policies of insurance, told the deceased that it would make no difference if the premiums were not paid regularly to the day, so the money was paid in a short time after the day, if paid as soon as convenient afterward. On objection being made, this evidence was rejected by the court, and the plaintiff excepted. There was no error in the court in ruling out this evidence It is a well settled principle of the law that parol declarations cannot be received to vary or contradict the terms of a written contract; all that was said between the contracting parties in relation to the terms and stipulations of the contract, is presumed to have been merged in the written contract, which is the highest and best evidence of the contract between the parties, in the absence of any evidence as to the fraud, accident or mistake, at the time of its execution, delivery and acceptance by the contracting parties. And the same may be said of the entire evidence of Mrs. Sullivan, which was ruled out by the court. As to the evidence of the custom of the company to receive the payment of premiums after the day of payment had expired from living persons who were insured—admitting that such a custom was proved, still, there was no evidence that it was the custom of the company to receive the payment of premiums after the day of payment when the company had notice that the insured was dead, if the same had been tendered, which was not done in this case. After a careful examination of the facts of this case and the law applicable thereto, we are of the opinion there was no error in the court below in granting the nonsuit. It was said on the argument that this was a hard case on the widow and children of the deceased, and we feel it to be so, but as the company insists upon its strict legal right under the contract, it is our duty to administer the law applicable thereto. Let the judgment of the court below be affirmed.

Judgment affirmed.

G. M. Nolan, S. C. McDaniel, M. Arnold, for defendant in error.

Geo. W. Bryan, J. D. Stewart, by C. Peeples, *contra.*

H. Hamrick vs. David Darnell. *Certio rari* from Campbell.

WARNER, J.

This case came before the court below on a *certiorari* from a justice's court alleging certain errors to have been committed on the trial of a case of "forcible entry and detainer" under the provisions of the Code. On the hearing of the *certiorari* both parties excepted to the rulings of the court. The court below decided that the Constitution of 1868 having recognized and adopted the Code called Irwin's Code did not destroy or abolish the right to sue out and try cases of forcible entry and detainer as heretofore practiced in this State. Upon this point in the case we affirm the judgment of the court. It does not appear in the record how the jury were drawn for the trial of the case, but it does appear, that no particular juror was objected to on the ground that he was not an upright, intelligent juror. The court below decided that as there was no evidence going to show how the jury was selected, summoned and impannelled, the legal presumption was that they were properly selected, summoned and impanneled. Inasmuch as the Act of 1869 relates exclusively to the selection of jurors for the Superior courts and inasmuch as the General Assembly have not provided by law for the selection of jurors for the trial of cases of forcible entry and detainer by Justices of the Peace under the Constitution of 1868, the jury may be selected under the law as provided by the Code for that purpose so they are upright and intelligent jurors, which is not inconsistent with the Constitution of 1868, and we affirm the judgment of the court below on this point in the case. The court also decided that there was not sufficient evidence under the law to have authorised the jury to find a verdict for either a "forcible entry" or a "forcible detainer" of the land by the defendant Darnell as against the plaintiff Hamrick. In looking through the evidence contained in the record we think there was sufficient evidence to have authorized the jury to have found a verdict under the law for a "forcible entry" and if the jury had so found, the court below should not have set aside their verdict, but the jury found a verdict for "forcible detainer" only, and thereby negatived the fact that the entry by defendant on the land was forcible and without authority of law, and this Court cannot now assume that it was so, as there is sufficient evidence in the record to sustain the verdict which was conflicting in regard to that point in the case, of which the jury, according to the repeated rulings of this Court, were the proper judges.

Does the evidence in the record show that the detainer of the possession of the land by the defendant was forcible and without authority of law? The only evidence upon that point is, that the agent of the plaintiff, notified the defendant to quit the land, and the defendant replied that he should not do so; that there was no violent word or act on the part of defendant, or any threat or offer to do either in keeping possession of the land; that defendant had moved out of the houses on the land. "Forcible detainer is violently keeping possession of lands and tenements, with menaces, force and arms, and without authority of law," Code 4,452. The verdict of the jury rebuts the allegation that the entry of the defendant on the land was forcible and without authority of law, and there is no evidence in the record that the detainer of the possession of the land by defendant was forcible, within the true interest and meaning of the law applicable to such cases. The mere defending a suit at law for the possession of the land by the defendant did not amount to a forcible detainer, as the Justice charged the jury on the trial. There was no error in the judgment of the court below in sustaining the *certiorari* and setting aside the verdict on the statement of facts disclosed by the record, and we affirm the judgment of the court on that point, but instead of awarding a final judgment in the case, we direct that a new trial be had of the whole case before another jury.

Judgment affirmed and a new trial ordered.

L. R. Ray for plaintiff in error.

Lester & Thomson for defendant.

S. T. W. Minor vs. H. V. Clark et al. Equity, from Fayette.

WARNER, J.

This is a bill filed by the complainant against the defendant's praying for a specific performance of an alleged contract in relation to a tract of land. The complainant alleges that the lot of land was the property of L. B. Clark at the time of his death, who died leaving a will by which he appointed his wife, and one Daily, executrix and executor thereof, that in the year 1865 the executor and legatees under said will entered into an agreement to divide the testator's estate without any reference to the provisions of the testator's will, that Franklin Clark, one of the legatees under the will, transferred his interest as such legatee to one Austin, that when the division of the estate under the agreement took place, Austin received as his share thereof lot of land No. 184 upon his paying to the other parties the sum of $1,500 in Confederate money, that Austin sold, on the 25th March, 1865, Austin executed his obligation to the complainant for the sum of $5,000 in Confederate money or $100 in gold, which was to be discharged by making him or his heirs a title to lot No. 184, drawn by Austin as part of the estate of the deceased testator. It also appears from the complainant's bill that this tract of land was sold by the executors of the testator by virtue of an order of the Court of Ordinary at public outcry on the first Tuesday in January, 1866, for the sum of $1,150, and purchased by Hiram Clark, one of the legatees under the will, who has since sold it to parties who had notice of complainant's claim. There is no allegation in complainant's bill that at the time of the alleged division of the testator's estate, that there were no debts due by the testafor, or that all the legatees were of full age, but on the contrary, it appears on the face of the bill that one of them was a minor. The prayer of the bill is that the legatees under the will may be decreed to execute a title to the complainant to lot number 184, he offering to pay the value of the $1,500 due by Austin in Confederate money in February, 1865, the time of the division of the estate. To this bill of complaint the defendants demurred for want of equity, the court sustained the demurrer and dismissed it, whereupon the complainant excepted:

HELD, That there was no error in the court below in sustaining the demurrer for want of equity, and in dismissing the same.

Judgment affirmed.

Tidwell & Fears, R. T. Dorsey, for plaintiff in error.

J. S. Blalock, C. Peeples, *contra.*

Nancy Woddail vs. Austin & Holliday. Complaint, from Fulton.

WARNER, J.

This was an action brought by the plaintiffs against the defendant on a contract for the purchase of a kiln of bricks, and on the trial of the main question at issue between the parties, was whether the bricks were sold by the plaintiffs to the defendant at $6.00 per thousand at kiln count, or at that price per thousand as the same were delivered to the defendant. On this point in the case the evidence was contradictory and conflicting. The jury found a verdict for the plaintiffs. It also appears in the record that after commencement of the suit, the plaintiffs had been declared bankrupts. A motion was made for a new trial on the ground that the court erred in saying to the jury that if they found for the plaintiffs, they should find their verdict in the name of the plaintiffs for the use of the assignee in the bankruptcy, and suggested to them the form of their verdict. We find no error in the ruling of the court on this point in the case. The verdict and judgment will be a sufficient protection to the defendant, and it was not a matter of concern to her who got the money if she owed it; besides, it does not affirmatively appear that her legal rights were in any way injured on the trial by this ruling of the court as to the form of the verdict. It appears in the record that evidence was admitted on the trial without objection, that the defendant had sold the bricks at a higher price than she had paid for them. After the conclusion of the charge of the court to the jury, the defendants counsel orally requested the court to charge them, that the sale of bricks at a higher price than the defendant paid for them could not influence them in finding a verdict, which request the court refused. It is not by any means certain that it would have been proper for the court to have expressed an opinion in regard to the evidence admitted before the jury without objection, that it could not influence their verdict. If the defendant had desired to have got rid of that evidence before the jury, the proper manner to have done so would have been to have moved the court to have ruled it out when it was given in, and not have admitted it without objection, and then to request the court to charge the jury that they could not consider that evidence, for if the charge had been given as requested and the jury had found a verdict for the defendant, the plaintiff might have complained that the court had invaded the premises of the jury, by instructing them that they were not to consider the evidence which was before them without objection. The court was bound to consider the rights of the plaintiffs, as well as those of the defendant, in charging the jury in relation to the evidence before them. But the charge of the court as given to the jury, excluded from their consideration any other price for the bricks than the contract price. The court charged the jury that "If it should appear to your from the testimony, that the plaintiffs sold and agreed to deliver to the defendant a kiln of brick, to be taken at kiln count, and at a specified price per thousand, the plaintiffs would be entitled to recover if the bricks were delivered, whatever the kiln amounted to at kiln count, at contract price. If the testimony should satisfy you that plaintiffs sold and agreed to deliver to defendant brick at an agreed price per thousand, and that on that contract they delivered brick, then you will find for the plaintiffs the value of the brick so delivered at that contract price." We find no error in this record which will authorize this court to interfere with the discretion of the court below in overruling the motion for a new trial in this case.

Judgment affirmed.

L. J. Gartrell, Henry Jackson, for plaintiff in error.

Tidwell & Fears, M. Arnold, *contra.*

A Young Man Elopes with a Grandmother.

A singular case of infatuation occurred in this city last Saturday. A young man by the name of Robert Lowry, about thirty years of age, a teamster by occupation, enamored of the charms of Mrs. Geo. Locke, a married woman of this city, on the shady side of forty-five, mother of six children, and a grandmother, on Sunday last persuaded her to elope with him. They repaired to the seven o'clock down train Saturday evening, where they encountered the devoted but deserted husband, who interceded with his wife to return to her home. The obdurate spouse responded to this invitation by dealing her liege lord a blow on the eye, and clinging to her new found lover. The train started, the fly-lovers on board, and the lawful husband left behind. The husband was well nigh distracted with grief and chagrin. He says the man has been courting his wife for a long period, and got her completely under his control. He intends to pursue the guilty fugitives, if possible save his wife, and prosecute her paramour to the fullest extent of the law.—*Titusville (Pa.) Herald.*

BY TELEGRAPH.

ASSOCIATED PRESS DISPATCHES.

WASHINGTON.

WASHINGTON, September 19.—The Secretary of War to-day designated a Court Martial to try Hodge, the defaulting paymaster. General Meade is President of the court.

The general Ku-Klux Congressional Committee meets to-morrow. The Sub-Committee has prepared a report on the financial condition of the Southern States. The finances of North Carolina, South Carolina, Georgia and Louisiana are reported in a bad condition, while in the other States there appears to be an improvement. The Sub-Committee will also report on the election laws in the Southern States, giving their most essential features. The General Committee will, to-morrow, consider their course of future action, involving the question as to whether the Sub-Committee shall be sent South to take testimony or whether it shall be taken here.

NEW YORK.

NEW YORK, September 17.—The Committee of Seventy has just held a meeting and adopted resolutions sustaining Mr. Green. The latter has issued a notice that the interest on bonds and stocks of the corporation falling due on November 1st will be paid by the city Chamberlain in the new Court House on that day, and that the transfer book will be closed on Wednesday.

A letter from Richard O'Gorman to Mayor Hall, in relation to the action of the latter concerning the matter of the Comptroller's office, that he should be governed more by considerations of expedience and sound policy, than by those of merely strictly right or legal power. He cannot advise the Mayor to take any steps that may lead to complicated litigation. He advises to treat Connally as Comptroller if he does not think him entitled to fill the office, and treat him as Comptroller *de facto*, as he thinks, by this course, he will prevent financial difficulties, and the continuance that public excitement and sense of insecurity which prolonged the legal controversy would intensify.

SOUTH CAROLINA.

CHARLESTON, September 19.—There has been but one fever death in this city in the last twenty-four hours.

The Board of Health, after a thorough examination of the eight wards of the city, published the following statement:

The reports from the various wards show the city to be in a remarkably healthy condition, even when compared with years when no yellow fever existed. The number of cases of yellow fever in course of treatment does not exceed an average of two in each ward, and the number of persons sick from other causes are astonishingly few.

MARYLAND.

BALTIMORE, September 19.—The Nineteenth Triennial Conclave Grand Encampment of Knights Templar convened to-day. The ceremonies took place in Masonic Temple. The speech of welcome was made by John H. B. Lathrop, G. M., of P. A. M. M., Maryland, responded to by Sir Knight William Sewall Gardner, G. C., of G. E., of the United States. The entire city is decorated with Masonic emblems.

OHIO.

CINCINNATI, September 19.—The President reviewed the military, police and fire department this morning. At noon he was introduced on change and spoke briefly, expressing gratification at meeting the reception from the people, and all the more because it was from the people of the great nation and not from those of a divided country.

ENGLAND.

LONDON, September 19.—The hop crop is small, being one-third of the amount of an average crop. This morning's Advertiser contains an editorial imputing the blame of the Corean war to Americans. It says the "result of a recent battle will be the driving of foreigners from our country." The Advertiser also says, "England will not join the United States because she was not consulted before Roger's expedition was set into the Corean waters."

The cholera is increasing at Konigsberg, the ratio of deaths has advanced from fifty to seventy and even eighty per cent.

George Alexander Hamilton, permanent Secretary of the Treasury under the Derby government, is dead.

The postal money order system between the United States and England commences on the 2d ult.

MIDNIGHT DISPATCHES.

NEW YORK.

NEW YORK, September 19.—Richard O'Gorman, corporation's counsel, writes another letter to Mayor Hall saying, that since the decision of Judge Barnard in the case of Foley vs. the Mayor, and others, in which he gave *quasi* judicial sanction to rumors, which have been rife in the city, of gross extravagance in some of the bills presented by various contractors and paid out of the city fund, it seems proper that the city should take effective legal steps to recover these moneys if sufficient evidence can be obtained to sustain action. He asks for instructions, and the Mayor responds substantially, leaving the matter in O'Gorman's discretion, knowing that he will perform his duty regardless of the consequences outside of duty's sphere.

MARYLAND.

BALTIMORE, September 19.—President Grant has accepted an invitation to visit the Carroll County (Maryland) Agricultural Fair, October 3d.

MASSACHUSETTS.

LOWELL, September 19.—The small pox continues. Numerous fatal cases have occurred. Temporary hospitals have been erected. Red flag at day and red light at night are used to designate the infected places.

CALIFORNIA.

SAN FRANCISCO, September 19.—A great fire is raging in Virginia, Nevada, and has already extended an eighth of a mile.

SWITZERLAND.

TURIN, September 19.—The municipality of Turin gave a banquet to-day in honor of the completion of Mont Cenis Tunnel. Representatives of the Government who participated in the ceremonies of the formal opening, were present.

AUSTRIA.

VIENNA, September 19.—A Ministerial crisis here is imminent.

Baron Lingeram has been appointed Ambassador Extraordinary to St. Petersburg.

Atlanta Price-Current.

[CORRECTED DAILY.]

CONSTITUTION OFFICE,
ATLANTA, September 19, 6 o'clock, P. M.

Business active to-day. Meats and corn are stiff and in demand. Cotton depressed, and under heavy decline in New York; closed weak at 17½c. Thirty bales received yesterday. Canvased hams advanced from 1 to 1½c per pound.

COTTON—Market closed weak at 17½ for New York middlings.

MONETARY—Gold buying at 1 12; selling at 1 14. Silver buying 1 05; selling 1 10 Exchange on New York buying at par; selling at ½ premium.

BONDS—Atlanta bonds, 7 per cent. 72a75. do. 8 per cent. 82a85. State of Georgia bonds, 6 per cent. 78a80. do. 7 per cent. 90a92. State of Tennessee bonds, old, 72a74. do. new 72a74. State of Alabama, 5 int. 93a70. do. 8 int. 90a1 02. State of South Carolina, 6 int.

The Daily Constitution.

ATLANTA:

WEDNESDAY, SEPTEMBER 20, 1871.

City Intelligence.

INDEX TO NEW ADVERTISEMENTS.—Sasseen House, formerly the United States Hotel, at the corner of Alabama and Pryor streets, is now open to the traveling public. E. R. Sasseen, Agent, Proprietor.

Sealed proposals will be received by Judge Pittman until the 29th September for the erection of a bridge over Nancy's creek, on the Pace's Ferry Road, seven or eight miles Northwest of Atlanta.

A. K. Seago has postponed his sale of fairly improved and unimproved lots, at Bellwood Depot, until the 27th of September.

The Indian Spring Mirror, published by J. P. Harrison and Sutton Spring, every Friday, is a splendid advertising medium for merchants everywhere.

Wheelock & Stark are wholesale dealers in boots and shoes in New York.

Mrs. Mary E. Smith applies to Judge J. H. Morrow, Ordinary of Clayton county, for exemption of personalty and setting apart of homestead.

Mrs Eliz abeth Mims applies to Judge J. H. Morrow, Ordinary of Clayton county, for exemption of personalty and setting apart of homestead.

See Estray Notice signed by Judge J. H. Morrow, Ordinary of Clayton county.

See Administrator's sale in Clayton county on the first Tuesday in November by W. W. Camp, administrator.

WHO IS IT?—What Augusta editor recently received a bottle of Ponce de Leon Spring water?

GONE HOME.—The 15th Amendments who escorted from Augusta to Chattanooga returned home yesterday.

HANDSOME.—Nearly every member of the Richmond County Bar have subscribed Five Dollars to the Confederate Monumental Association of Augusta.

RELIGIOUS NOTICE.—Rev. J. S. Lamar, of Augusta, will preach at the Christian Church, on Hunter street, to-night, at the usual hour. The public are cordially invited.

SALE OF RAILROAD STOCK.—Colonel L. E. Bleckley will sell, in front of Jaces' Bank, at 11 o'clock this morning, fifty one shares of stock in the East Tennessee and Georgia Railroad.

WHEELOCK & STARK.—Mr. A. M. Watkins, of Dalton, is with the firm of Wheelock & Stark, wholesale dealers in boots and shoes, New York. We call attention to their card in another column.

A FULL COMPLEMENT.—A DeKalb county Pastor supplies three churches, and is to preach on two Sundays every month for each of the three. He is certainly not an indolent Pastor.

INDIAN SPRING MIRROR.—Attention is called to the advertisement of the above journal. It is ably conducted, has a fine circulation, and is a valuable advertising medium. It REFLECTS credit upon its managers.

GEN. TOOMBS.—One of the counsel for the prosecution received yesterday evening a telegram from Gen. Toombs announcing that he would be here this afternoon. The Generl will be for pushing the investigation at once.

FIFTH WARD DEMOCRACY WHEEL INTO LINE.—The citizens of the Fifth Ward are requested to meet at Bell's Hall, on the corder of Marietta and Broad streets, for the purpose of organizing a Democratic Club on (this) Wednesday night, at 7½ o'clock.

SASSEEN HOUSE.—The old United States Hotel has been refurnished, repainted and refitted up and opened to the traveling public, by E. R. Sasseen, so long and favorably known to the public, under the name of the "Sasseen House." All his old friends will be sure to call on him.

LOWE, DOUGLASS & DALLAS.—This enterprising firm has a large and elegant stock of dress goods, hosiery, gloves, notions, white goods, laces, corsets and dry goods, at No. 42 Whitehall street. Their circulars are very neat, the envelope resembling such as are used on wedding occasions. A young lady received one a few days since, and spying the monogram, began to consider what dress she should wear on the occasion. Phancy her pheelinks on opening it.

INTERESTING CASE.—Justice Johnson had an interesting case before him yesterday. A negro, named Dave Parish, of Augusta, sued the Telegraph Company for damages for not delivering a telegram to him in time on the 4th of July last, although it was in the office when he called for it. He claims to be damaged in the sum of $100, having been idle ever since, etc. Justice Johnson dismissed the suit upon the payment of costs by the Telegraph Company. E. McDANIEL Strother for plaintiff; L. E. Bleckley for defendant.

MYSTERIOUS DISAPPEARANCE.—We learn that Joseph Fry, the clerk of E. F. Bledgett, Purchasing Agent of the Western and Atlantic Railroad, disappeard on Sunday last, and has not been heard of since. It is said that he took a train bound Northward Sunday evening. Various rumors are afloat. One is that he is a material witness against the Superintendent and other State Road officials. Another is that it could be proven by him that McCalla offered for $20,000 to burn up the State Road books and leave the State. Where is Fry? Who shoved him off?

THE MCCALLA CASE.—The preliminary examination of C. P. McCalla before Justice W. M. Butt was set down for 8 o'clock yesterday morning at the City Hall. Hon. B. H. Hill appeared on the part of the prosecution, by direction of Gov. Bullock. He is directed to appear for the prosecution in all cases of fraud on the State. Counsel consulted for some two hours and agreed to an indefinite postponement of the case. Mr. McCalla admits receiving the money, but claims that he can make a full showing that he has never appropriated any of it to his own use.

COMMITTED.—John Coppedge had a preliminary examination before Justice Smith yesterday on the charge of shooting at another, and in default of $300 bond was committed to jail. From the evidence, it appears that on Monday evening Coppedge and a man named Smith were quarreling. Smith had a rock in his hand, and Coppedge was trying to shoot Smith. Policeman John O'Shields, as he neared them, called upon them to stop, when Coppedge turned and commenced firing at O'Shields, running as he did so. Coppedge fired three times; O'Shields fired twice. No one hurt.

GEORGIA SUPREME COURT.

Cases to be Decided in the Supreme Court, in Order, July Term, 1871.

REPORTED EXCLUSIVELY FOR THE CONSTITUTION, BY R. J. HAMMOND, SUPREME COURT REPORTER.

11. Atlanta Circuit	33	15. Augusta Circuit	10
12. Rome Circuit	12	16. Middle Circuit	1
13. Cherokee Circuit	18	17. Ocmulgee Circuit	5
14. Northern Circuit	5	18. Eastern Circuit	6
		19. Brunswick Circuit	5

SUPREME COURT OF GEORGIA—*September* 19, 1871.—Reese Crawford, Esq., from Columbus, Georgia, was admitted to the bar.

After delivery of opinions on cases heretofore argued, the Atlanta Circuit was resumed.

No. 7 was withdrawn, it having been settled. 1. Is C. Wallace, Superintendent Western and Atlantic Railroad vs. L. S. Duck. Complaint from Fulton.

Bryant & Dell, for plaintiff in error.

J. M. Gibbons & Son, contra.

No. 8 was argued. It is Jane Frank et al. vs. Longstreet, Sedgwick & Co. Complaint, from Fulton.

M. Arnold, R. J. Cowart, for plaintiffs in error.

Hillyer & Brother, contra.

No. 9 was heretofore withdrawn.

Nos. 10 and 11 were consolidated. They are Scott, Bondurant & Adams vs W. A. Patrick et al. *Certiorari* from Fulton. No. 11 is between the same parties and cross.

F. P. Howell, for Scott, Bondurant & Adams.

Hillyer & Bro., Contra.

Pending argument of these cases court adjourned till 10 o'clock A. M. to-morrow.

MUSIC IN THEORY AND PRACTICE.—The Rev. of Sunday, under the above caption, pays the following compliment to Mrs. Eckford, which we endorse, and cheerfully refer to our readers:

"Whatever one who understands music, or who even performs well on any instrument, can become a successful music teacher, is the power of imparting it, is certainly a gift of nature as much as that of writing. When we bring all the outward show and economy to the test, practical point, we find a vast amount of humbug, belied up with what is good. Many pupils think before they have taken lessons for perfection, but before they are through with the very few persons are fine. There are very few persons are fine. There are very few persons who possess the quality of inspiring others, are certainly worthy of confidence and patronage."

We can truly say, and do say so without her knowledge, and with no intimacy for the purpose, that Mrs. Eckford, of this city, is a person who has been made so by nature. Her success with her scholars is really remarkable. Attached to her is her husband, who is yet first in her heart, and who is also well qualified in all her requirements touching harmony. A most admirable performer and composer herself, as her examples as well as precepts show, she can, by example as well as precept, inspire her pupils with a love for improving herself, and we are not of one in our opinion. To our citizens that we are not of one in our opinion. To our citizens that we are not of one in our opinion. To our citizens that

The Daily Constitution.

THE FARMER'S LIFE.

Oh! Ride on the shoulder of a thorough bred wife,
In the field and the forest at pleasure to stray,
'Mong the birds and the flowers, the woods and the streams,
To hear the sweet music they utter and sing;
To drink of the morning's sweet dew as it lies,
In the bud of the flower, the leaf and the fern,
Is the music sweet to me;
And the dewy flowers in the early hours,
The gems I love to see!

Oh! give me the breeze from the waving trees,
The murmur of summer leaves;
And the swallow's song as he skims along,
Or twitters beneath the eaves;
The plowman's shout as he's turning out
His furrows at morning,
Or the lowing of cattle, by the husband driven,
When his daily work is done.

And give the fruit and the luscious fruit,
My own hands have for food;
And the bread so light, and the honey white,
And the milk so pure and good;
For sweet the bread of labor is,
When the heart is strong and true,
And blessings will come to the hearth and home,
If our hearts we hastily do.

Season of Fairs.

Farmers, stock raisers, manufacturers, inventors, are now making the annual harvest of premiums, medals and diplomas. With the beginning of this cool, pleasant weather comes in the season of fairs. Abandoning the heat and dust of political controversy, the newspapers of the South and West are turning their attention to the beauties and marvels of nature and art. It is a change for the better. It is like stepping out of a battle-field into some sweet and flowery pasture hard by, where the ground is not strewn with dead nor rifled by cannon balls, and birds are singing on the sprays. Most of the fairs thus far held, or now in progress, are of country produce. These are very interesting and well attended, and the premiums on a liberal scale; but the greatest exertions of those who strive for the peaceful honors of industrial enterprise, are reserved for the greatest exhibitions of States or sections which will occur mostly in the latter part of September, October and November.—*Journal of Commerce.*

THE KENTUCKY JOCKEY CLUB'S NEW RULES.—At a meeting of the members of the Jockey Club of the Kentucky Association on Tuesday last, the following rules in regard to starting horses on the course were adopted:

The riders alone shall have control of the horses in starting.

No sponging of the horses can be had after the signal to mount is given, and after each heat the horses shall be taken to the cooling ground to be sponged out. In more concise words, no horse shall be sponged out on the quarter-stretch.

This last is the principle feature of the new rules. Hitherto men with buckets of water have been allowed to come on the quarter stretch, just before the race and between heats, to sponge off their horses or water them. They often made puddles upon the track by their carelessness, thus endangering the safety of the horses, and causing, as is believed, the letting down of many a good racer. The new rule cannot but meet with general approval.—*Lexington Press.*

OBSCENE LITERATURE.—The Rochester Democrat says: Two of our illustrated journals, known as Life and Day's Doings, are to be excluded from circulation in England. Here they are permitted to occupy places on half the news counters, though they are lascivious to the last degree. Ten years ago they would not have been tolerated in any public place; but sentiment in this particular has grown bold and vicious. The recent terrible crimes in New York, which this literature undoubtedly encouraged, have directed attention to this matter; but it will be some time before the country will feel their influence in the premises. Once given a place, it is a most difficult thing to drive such matter out of circulation, thoroughly objectionable as it is.

☞ Government officials at Washington are busily engaged in getting up the President's new Ku-Klux election-capital proclamation. Dirty Work Akerman is looking up "authorities" and preparing an "opinion." The War Department is making out instructions for officers engaged in the new campaign, and troops are being hurried down to the peaceful and unsuspecting rural districts of South Carolina to reinforce the army there. No troops, however, will be sent to put down the rebellious Charlestonians until after the yellow fever disappears. The Cabinet will hold another meeting some day this week, and the finishing touches will be put on the job which is to secure the South to Grant in the Presidential election.—*Statesman.*

CHARACTERISTIC.—The French have a story that Sir Walter Scott once offered his youngest daughter her choice between 100,000 francs and Quentin Durward. She asked to read the MS., took it surreptitiously to a publisher, found that he would give her 120,000 francs, and dutifully and meekly told her father that she would rather have the MS. than the money. Sir Walter was deeply touched by this mark of filial devotion. The Paris journal which tells the story says that a French girl would never have done such a thing as that. She would simply have taken the 100,000 francs, and she would have found some way to have gotten the romance also.

☞ Grant's administration has paid out $244,000,000 in current money for $227,000,000 in bonds, thus permitting the bondholders to shave the government to the tune of *seventeen millions of dollars.* The Radical journals claim that great credit is due the administration for this wonderful financial feat. The private individual who would pay twelve per cent. on the face of his promissory note for the privilege of lifting it before it became due would be made the subject of a commission *de lunatico inquirendo.* Nobody, however, seems to be sufficiently interested in Uncle Sam's estate to interfere with his agent's idiotic doings.—*Index.*

☞ A person in high life once went to Sir Eardly Wilmot, at the time Lord Chief Justice of the British Court of Common Pleas, under a feeling of great wrath and indignation, as a real injury he had received from a person high in the political world, which he was determined to resent in the most effectual manner. After relating the particulars, he asked Sir Eardly if he did not think it would be manly to resent it? "Yes," said the eminent man. "It will be manly to resent it; but it will be God-like to forgive it."

☞ Ex-Governor Hamilton, of Texas, says he never saw any of the members of the present State government steal anything; but "when we see a poor, miserable cuss, who never had $100 in his life, come to Austin borrow money to pay his expenses, and presently find him losing a thousand dollars a night at faro, driving around in a fancy team, making liquor bills, wine bills, and all sorts of bills, and buying a buggy and fine horses to go home in, we know he is a thief as well as if we had seen him steal."

A HARD HIT.—At the recent anniversary of the Oneida Baptist Association, the Utica Herald says a visiting clergyman, old enough to be gray, but with raven locks and beard, offered resolutions touching questions of reform, and Dr. Patton, of Utica, said he saw no objection to the adoption of the resolution, but he wished the one on the use of tobacco might be followed by one deprecating the use of hair-dye. The reformer stood speechless.

☞ There are some offices to which mere politicians ought not to be appointed. For instance, a gentleman once visited the State Library, wishing to consult Jefferson's "Notes on Virginia," of the librarian, who was elected to his office because he was a Democrat, fumbled about the shelves for a while, and then said to the applicant: "I cannot find them, and I presume Mr. Jefferson took them up before he died."—*Louisville Chronicle.*

☞ A few days ago, at a negro camp meeting held near Flushing, the colored preacher said: "I tell you blubbed bredern, that the debble is a big hog, an' one of these days he'll come along an' root you out." An old negro, in one of the anxious pews, hearing this, raised himself from the straw, and clapped his hands, exclaimed in the agony of his tears: "Ring him, Lord! ring him!"

A story is going the rounds of an old colored man who was left in charge of a telegraph office in New Orleans while the operator went out "to see a man." A "call" came over the wires, and uncle Pete shouted at the instrument as loud as he could—"Dop rator isn't yer!" The noise ceased instanter.

☞ The social reformers of Washington are working with a desperate energy inspired by the reflection that if the *demi monde* of the capital are to be dispersed at all, they must be dispersed before the meeting of Congress.—*N. Y. Commercial Advertiser.*

Hotels.

McDOWELL HOUSE,
NEWNAN, GA.
W. M. REYNOLDS,
Owner and Proprietor.
TABLE always supplied with the best the market affords. Rates to correspond with times in Georgia. june28-d

EXCHANGE HOTEL,
TALLADEGA, ALABAMA.
Colonel E. ROSS, Proprietor.
feb15-dtf

TIBBS HOUSE,
J. D. CARPELL, Proprietor.
DALTON.....GEORGIA
aug1-dtf.

1871. **SIMS HOUSE,** 1871
BY P. B. HALL.
LaGRANGE.....GEORGIA
jan7—dtf

PYE HOUSE,
NEW HOTEL,
FORSYTH.....GEORGIA
ED. CALLOWAY, Clerk. W. H. WILSON, Proprietor.
oct22-dtf

SNELLING HOUSE,
GREENSBORO.....GEORGIA
By Mrs. J. A. SNELLING.
MEALS at all hours. Porters will attend the trains regularly. feb13-dtf

BARTOW HOUSE,
CARTERSVILLE.....GEORGIA
J. T. GUYMON, Proprietor.
No pains or expense spared to render guests comfortable. Table supplied with the best the market affords. Attentive waiters; clean rooms.
aug13-dtf

JOHNSON HOUSE,
BY MRS. DR. JOHNSON,
KINGSTON.....GEORGIA.
june13-dtf

NATIONAL HOTEL
J. B. HAYES, Proprietor
Railroad Avenue, near the Depot,
CHATTANOOGA.....TENNESSEE.
nov27—dly

BACON HOUSE,
LEXINGTON.....GEORGIA
JOHN W. BACON, Proprietor.
A REGULAR Two-Horse Hack will attend every day, to convey passengers from the Railroad to and from Lexington, Ga. sep11-dtf

THE KENNESAW HOUSE,
MARIETTA.....GEORGIA
HAS ample rooms for the accommodation of families. A large Verandah has just been added, together with other improvements, making it the most pleasant summer resort in the land. Hops will be given and amusements provided for.
june20-dtf FLETCHER & FREYER

CHOICE HOTEL.
Corner Broad and Bridge Streets.
ROME, GA.
J. C. RAWLINS, Proprietor.
Situated in the business part of the city. Passengers taken to and from the Depot FREE OF CHARGE.
dec4-tf LEON A. CAMP, Clerk.

Hammett House,
JONESBORO.....GEORGIA
THIS HOTEL is the regular Eating House on the Macon and Western Railroad, and is convenient to the central part of the town. The house has been remodelled and refitted, and the table will always be supplied with the best fare which the market affords. The Proprietor will spare no pains or expense to please his patrons. Mrs. Hammett, (formerly Mrs. Watkins, of Palmetto,) is connected with the house, and would be pleased to see her old friends.
aug22— jan15—dtf

RAILROAD EATING HOUSE,
GRANTVILLE.....GEORGIA.
THE traveling public over the Atlanta and West Point Railroad, will find a very desirable and well kept HOTEL at the above place, and which cannot be surpassed in point of good living.
Mr. J. G. Trammell, the Proprietor, assisted by his estimable lady, has had an experience of over thirty years in Hotel keeping, and they are determined to spare no pains or expense to give entire satisfaction.
may23-dtf

TENNESSEE HOUSE,
Rome, Ga.
J. A. STANSBURY, Proprietor.
THE above Hotel is located within Twenty Steps of the Railroad Platform, and convenient to the business portion of town. Servants polite and attentive to their respective duties. All baggage handled free of charge. Satisfaction guaranteed.
jan29-dtf

HEARD HOUSE,
LaGrange.....Georgia
BY GEORGE C. HEARD.
THIS House has been recently thoroughly renovated and refurnished. The tables always supplied with the best the market affords. Porters will be found at the Depot on every arrival of the Trains to take charge of baggage. feb25-dtf

Thomaston Hotel,
Thomaston,.....Georgia.
THE undersigned having taken charge of the above House, takes pleasure in announcing to the public generally that no effort will be spared to make it a first class Hotel, and every effort will be made to give satisfaction to all who will favor him their patronage. Rates reasonable.
sept9-dtf H. T. JENNINGS, Proprietor.

ECKLES HOUSE
AND
LIVERY STABLE,
SOCIAL CIRCLE, GA.
Rates of Board:

Single Meal	50 cents	Per Day	$ 2 00
Per Week	$8 00	Per Month	30 00

Livery Stable Charges at Corresponding Rates.
STERLING ECKLES, Proprietor.
june9-dtf

CAMP HOUSE,
FORSYTH.....GEORGIA
MR. J. B. CAMP having withdrawn from the management of the PYE HOUSE, and taken charge of THE PROCTOR HOUSE, would inform his friends and former patrons in all parts of the country, and the traveling public generally, that he is prepared to give ample accommodation and satisfaction to all who may make his Hotel their headquarters. The house has been substantially refitted and improved, and will now compare with the best.
A Stage Line to Indian Springs connects with this House and there is also a livery and sale stable attached. Travelers will find at this house a regular Old Virginia Welcome.
oct20-dtf J. B. CAMP, Proprietor.

CAMPBELL HOUSE.
THIS House is situated conveniently to the business part of the city, and near the Passenger Depot. Will be open to the public on Monday, September 18, 1871. We do not propose to puff, but will expect everybody to patronize the Campbell House.
sept15-1w MRS. L. & M. E. HUGHES, Proprietresses.

W. C. HUGHEN & CO.,
No. 64 Decatur street, Atlanta, Georgia.
HAS the best stock of Family Groceries in the market. They also keep pure fresh Sweet and Buttermilk on hand. Give them a call and see if it is not so. sept15-1w

GLOBE HOTEL,
LAWRENCEVILLE, GA.,
HAS ample room for the accommodation of families.
Travelers will find at this House a regular
OLD VIRGINIA WELCOME,
And board as cheap as could be asked for.
The House has been refitted and improved, and will compare with the best.
Good water here, and a fine, healthy climate, unsurpassed in North Georgia.
I have also a Livery Stable attached. Horses and buggies can be had on reasonable terms.
June9-dtf W. J. BORN, Proprietor.

KING HOUSE,
STONE MOUNTAIN, GA.,
On the Georgia Railroad, 16 miles from Atlanta.
THE above new and elegant Hotel has been leased by the undersigned, and is now open to the public. The house is elegantly fitted up, and every arrangement has been made which can conduce to the comfort of guests. As a
Summer Resort
no place in the South is superior; situated at the foot of Stone Mountain, perhaps the greatest natural curiosity in the United States, with grand scenery, fine water, including a
MINERAL SPRING,
an analysis of which shows it to possess wonderful healing properties. Every attention will be paid to the comfort of guests, and the table supplied with the very best the market affords. Trains leave Atlanta for Stone Mountain twice every day and return. As a point for Excursions from Atlanta, and all towns along the Georgia Railroad, it offers superior inducements, and as a boarding place for those desiring to be away from the heat and dust of the city, and still be near to business.
RATES OF BOARD:
Per day $3 00; per week 15 00; per month $40 00.
Special arrangements made with families, according to number, and age of children, etc.
MRS. A. S. WHITE, Proprietress.
S. T. WHITE, Manager. aprl5-dtf

FALL and WINTER STOCK.
MOORE, MARSH & CO.,
JOBBERS OF
DRY GOODS, HOSIERY, HATS, BOOTS, SHOES, NOTIONS and STATIONERY,
Decatur and Pryor Streets, - - Atlanta, Ga.
BY early purchase, having secured a large supply of Dry Goods, offer to Merchants great inducements in every department of their extensive stock.
Their design is to make prices correspond as nearly as possible with New York quotations, and with prices of confidence, invite buyers to examine their stock and prices. sept15-1w MOORE, MARSH & CO.

CHEROKEE PILLS NO. 2,
For the Removal of Obstructions and the Insurance of Regularity in the Recurrence of Monthly Periods.
THESE PILLS are an unfailing Female Regulator, intended for special cases; those obstinate ones where milder and cheaper medicines fail.
They are composed of the most active and powerful principles ever combined, being so highly concentrated that a bottle contains more healing strength than a bottle of any other medicine in the market. They are so mild and yet so efficacious, that the most feeble can safely take them at any period.
They may be safely used at any age, and at any period, except during the First Three Months, during which the unfailing nature of these pills will infallibly prevent pregnancy.
All letters seeking information or advice will be promptly, freely and cheerfully answered.
Each box contains about 100 pills, and wrapped in white paper printed in deep red letters, with full and explicit directions enclosed.
Sent by mail, free of postage, on receipt of price, $5; 2 boxes, $9.
The Cherokee Pills No. 2 are sold by all enterprising Druggists in the civilized world. Some unprincipled dealers, however, try to sell worthless compounds in place of this; those which they can purchase at a cheap price and make more money. As you value your health do not be deceived by such unprincipled Druggists, ask for these $5 pills and take no other. If the Druggist will not buy them for you, enclose the money in a letter and we will send them to you by mail, free of postage, securely sealed from observation.
Ladies or Gentlemen can address us in perfect confidence, stating fully and plainly their diseases and symptoms. Patients need not hesitate because of their inability to visit us, as we have treated patients successfully in all portions of the civilized globe, by correspondence.
Patients addressing us on their case, please state the symptoms, and write your post office, county, state and name of writer, and enclose postage stamp for reply.
We desire to send our thirty-two page pamphlet, entitled "MAN AND WOMAN AS INVALIDS," to every reader of this paper. Address as follows:
ST. LOUIS MEDICAL ASSOCIATION,
117 North Sixth Street,
sep13-d&w1y Saint Louis, Missouri.

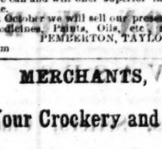
A Card.
TO MEET the demands of an increasing wholesale business we have secured large and commodious store rooms in the Kimball House, fronting on Decatur street, nearly opposite Messrs. Moore, Marsh & Silvey & Dougherty, which we will occupy on 1st October next, and where we will be glad to receive our friends and customers.
With these increased facilities for doing a wholesale Drug Business, and with a large and well assorted stock we can and will offer superior inducements to the trade.
Until 1st October we will sell our present stock of Drugs, Medicines, Paints, Oils, etc., at reduced prices. PEMBERTON, TAYLOR & CO.
aug20-d1m

MERCHANTS,
Buy Your Crockery and Glass,
No. 47 Peachtree Street,
—FROM—
T. R. RIPLEY,
IMPORTER AND JOBBER.
Established Twenty-One Years.
KEEPS a large stock. Occupies three floors 120 by 30 feet.
Inducements offered to Cash buyers equal to any market. aug3-dim

GEO. N. LESTER, Marietta, Ga. WM. S. THOMSON, Atlanta, Ga.
LESTER & THOMSON,
Attorneys at Law,
ATLANTA, - - - - - - GEORGIA,
WILL give prompt attention to any business entrusted to them.
OFFICE—In "The H. I. Kimball House," Nos. 16 and 18, directly over H. I. Kimball's office, fronting on the Railroad.
Geo. N. Lester will continue to reside at Marietta, and will attend the courts as heretofore, but will generally be AT THE OFFICE. march3-dtf

Buy the Rust Proof Oat
FOR SEED.
200 BUSHELS FOR SALE BY
ECHOLS & WILSON,
Broad Street (by the Bridge,)
aug22—dim Atlanta, Ga.

JOHN LEIPER. E. P. MENEFEE.
Established 1850.
LEIPER & MENEFEE,
Near the Railroad Depot,
MURFREESBORO, TENNESSEE,
PRODUCE COMMISSION MERCHANTS,
DEALERS IN
Produce, Bacon, Lard, Wheat, Corn, Etc., Etc.
Agents for the purchase of COTTON.
WAREHOUSE
Immediately on Track Railroad.
NO CHARGE FOR STORAGE.
Can Store, (if need be, for Parties)
100,000 bushels of Grain.
And keep it in bins, thus saving Sacking, Ratage and Waste in storage.
Having opened an office in St. Louis, Mo., our Mr. LEIPER will remain there during the season, for the purpose of filling orders for Wheat, Corn, Bacon, and all other Produce.
Office—No. 18 South Commercial street, St. Louis.
feb30-dtf1jan1,'72

SPANISH

CROWN SHERRY
THIS JUSTLY CELEBRATED BRAND OF Wine is imported direct from Cadiz, Sp'n, and is certainly the purest ever offered in the Southern market.

Per Case	$ 00
Per Gallon	3 50

For sale by
A. L. RICHARDSON,
Importer of Spanish Wines,
sept13-dtf 164 Dy Street, Savannah, Georgia.

W. T. ARCHER,
WHOLESALE AND RETAIL DEALER IN
Furniture, Mattresses,
LOOKING GLASSES, ETC.
sept13-dtf 82 Whitehall Street, Atlanta, Ga.

W. C. WOOD. J. L. MOOD.
WOOD & BROTHER.
MERCHANDISE BROKERS.
AND
Cotton Commission Merchants.
LIBERAL CASH ADVANCES made on Consignments of Cotton to be sold in this market, or by our correspondents in New York or Savannah.
☞ Special attention given to sale of Cotton on arrival in this market.
Merchants will find it to their interest to call and examine our samples and prices of merchandise before buying elsewhere, as we will endeavor to inspire all kinds of merchandise on consignment in this market. Office with retail street, Empire Block, Atlanta, Ga. sept3-3m

Southern Terra Cotta Works.
THE undersigned are now prepared to receive orders for all kinds of Terra Cotta work, of the most approved patterns and designs. They will make it to the interest of all parties wishing articles in their line to call on them and encourage their new enterprise, and will guarantee to furnish work as low as can be had in the country. Will also manufacture to order Flower Vases, Fountains, Busts, Statuettes, etc. ALL SIZES VITRIFIED STONE SEWER PIPE always on hand.
All are especially invited to call and see our works. Samples to be seen at the factory on old Rome Track street, near Peachtree.
P. PELLEGRINI,
E. GORDON.
aug20-dtf

TAYLOR'S
Manufactory of Cutlery,
Sheffield, England.
We have your Standard the Cutlery, etc. We are pleased with the bill. Allow us to congratulate you on securing such a good packer—scarcely a piece broken. Fill the order for Cutlery at lowest prices.
Truly yours,
CHARLES TAYLOR.
McBride & Co.,
Manufacturers' Agents
FOR
FRUIT JARS,
Cheapest first-class Jars in the Market.

And all Standard Jars, Strictly at Manufacturers' Prices.
500 Crates
Assorted Granite, etc.,
Ware exactly suited to wants of
COUNTRY MERCHANTS.
Our Own Importation,
IN
ORIGINAL PACKAGE,
contains no
High-Priced Dishes.
OR
UNSALEABLE GOODS.
Will sell for not CASH for $80 per Crate.
apr8-dtf

FIRST PREMIUM
Awarded at Cotton States Fair, Augusta,

Thomasville Fair, and all Southern Fairs where Exhibited,
1870!
THE SINGER
MANUFACTURING COMPANY,
AT THE WORLD'S FAIR,
CONSTITUTED by the homes of the people, received the Great Award of the Highest Sales, and have left all rivals far behind them, for they sold in 1870, One Hundred and Twenty-seven Thousand Eight Hundred and Thirty-three Machines.

The Singer Manufacturing Company sold over the Florence Sewing Machine Company	110,173 Machines.
Sold over the Wilcox & Gibbs Sewing Machine Company	93,943 "
Sold over the Weed Sewing Machine Company	92,831 "
Sold over the Grover & Baker Sewing Machine Company	70,431 "
Sold over the Howe Maching Company	52,671 "
Sold over the Wheeler & Wilson Manufacturing Company	44,625 "

It is the most simple and easily regulated Machine now in use.
The shuttle gives an even tension from the full to the empty bobbin.
Makes the most durable, elastic and smooth stitch.
Stitching the softest muslin without drawing it into the feed, and from that to heavy cloth or leather without changing the tension, making it capable of a greater range of work than any other machine made.
We use the straight needle, and it will do more and finer work than the curved needles.
The work moves from you instead of sideways, which is much easier to manage.
For speed and ease of operation it is unequaled.
Our machinery is all protected from dust.
Our cutter, tucker, quilter, trimmer, fringer, binder, hemmer, braider, feller and embroidery attachment are simple and easily used.
We have the best of silks of our own manufacture at wholesale and retail, of all colors and numbers.
We will place the Singer in your family for a trial with any machine you may wish to try with it.
The Singer Family No. 2 Sewing Machine is steadily increasing, showing its popularity.
The new No. 1 Machine for Tailors and Bootmakers is the best in the market.
Examine before purchasing.
Are now ready to sell on time at the Atlanta Agency.
R. T. SHILLIE, Local Agent,
Corner of S. Broad and W. Alabama streets.
Agents wanted everywhere.
Silk Thread, Needles, Oil, etc., always on hand.
Stitching neatly done. H. D. HAWLEY,
General Agent for Georgia, South Carolina and Florida. may12-tf

Coal! Coal! Coal!
40,000 BUSHELS SODDY CREEK COAL the best in East Tennessee, delivered on the cars at Chattanooga, at eighteen (18) cents per bushel. Liberal terms made with dealers.
J. H. COKER,
Market Street, between 4th and 5th streets,
aug22—dim Chattanooga, Tenn.

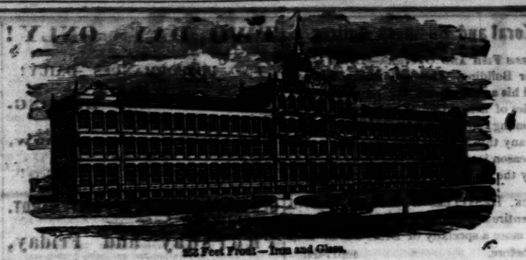
BUY
YOUR AGRICULTURAL IMPLEMENTS,
MACHINERY,
Grass Seeds and Garden Seeds,
AT ECHOLS & WILSON'S.
WE deal with manufacturers and producers—pay Cash, sell for Cash—and cannot be undersold. Call on ECHOLS & WILSON.
aug22—dim

Atlanta Water Cure.
CHRONIC diseases of all seasons. Chronic diseases of all kinds treated with success.
Letters to the following persons who have been and are being treated at my establishment: Mr. J. W. Jackson, Chief Engineer of the Ga. Mad. W. R. Co.; of Cox & Hill, Capt. W. Hill, John and James Lynch, T. J. Hightower & Co., J. Fleishel, Bowman & Kenny.
sept13-dtf F. KALOW.

New Arrival,
AT THE PICKEN CIGAR STORE, Han. Block, No. 11 Peachtree street, near the corner of Decatur, I have on hand and receive a large lot of the Celebrated and Havana Cigars, Tobacco, Snuff, Pipes and Fancy Goods. Prices to suit buyers. Call and examine stock.
JOHN PICKEN.

A Beautiful House and Lot FOR SALE.
DESIROUS of changing my business, I have decided to sell my residence in the flourishing town of Conyers, on the Georgia Railroad.
My place consists of twelve (12) acres of land, all cleared and well fenced, and is situated on the best apple orchards in Middle Georgia.
A more desirable or beautiful residence cannot be found in this part of the State.
Terms—easy. Possession given 1st January.
jan21-dtf E. P. EDWARDS, Conyers, Ga.

SPRING VILLA
FISH NURSERY.
HAVING arranged with MR. WILLIAM GESNER to supervise the whole matter of propagating, hatching and transporting eggs and adult or fry fish, (orders for which may be left with me at Conyers, Ga.,) I am now prepared to fill orders in any quantity, of following varieties, with a guarantee of their safe delivery in any part of the United States, Canada, Mexico, Cuba, or any other tropical, Trout and Red Horse.
WM. PENN TOMOS.
R. P. LEE. J. W. HIGHTOWER.
LIVERY AND SALE STABLE,
Griffin, Georgia,
LEE & HIGHTOWER, Prop'tors
PERSONS visiting the Indian Springs, during the season, will find it to their interest to call on us in the town of Griffin.
BETTER TURNOUTS,
Careful Drivers and Quicker Time. We will pursue to furnish anything in the Livery line at the shortest notice and reasonable terms.


Six Feet Front—Iron and Glass.

WORKS OF THE
United States Watch Company,
(GILES, WALES & CO.,) MARION, N. J.
GILES, WALES & CO.,
IMPORTERS, MANUFACTURERS & JOBBERS,
WATCHES, DIAMONDS, JEWELRY & SILVERWARE,
SALESROOM OF THE **UNITED STATES WATCH COMPANY,**
13 MAIDEN LANE, NEW YORK,
MANUFACTURERS of all the Grades of WATCHES, PENDANT WINDERS AND KEY WINDERS, AMERICAN,
BOTH NICKEL AND FROSTED MOVEMENTS, WITH DAMASKEEN FINISH.
The finer grades all having three pairs **Conical Pivots, Cap Jeweled, in Gold Settings,** and accurately adjusted to *Heat, Cold and Positions;* and all, even in the cheapest grades, have the STRAIGHT-LINE Escapement, with Exposed Pallet Jewels, and Hardened and Tempered Hair Springs; Constantly on hand, full lines, all sizes, 18 Gold, Silver, Diamond Set and Magic Cases, Minute Repeaters, Independent 1-4, 1-5 Split and Fly-back Seconds, for taking three different times, for timing Horses, Artillerymen, &c.
☞ Price Lists furnished the trade on application, inclosing business card. For sale by the trade generally. Ask your Jeweler to see the MARION watches.
Wholesale Warerooms, 13 MAIDEN LANE, New York,
And GILES, BROTHER & CO., 142 Lake Street, Chicago, Ill.

☞ *Watch No. 1000, Stem-Winder—bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J."—has been carried by me from December, 1869, to January 17, 1870, its total variation being only TWO SECONDS in the entire time.*
New York, Jan. 17, 1870. *L. E. CHITTENDEN, Late Reg. U. S. Treas.*

Watch No. 1004, Stem-Winder,—Bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J."—manufactured by the United States Watch Co., has been carried by me fifteen months; its total variation from mean time being only one second per day.
WILLIS DABNEY,
Of Derby, Soper & Preston, Jersey City, N. J.

Watch No. 1024, Stem-Winder,—Bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J."—manufactured by the United States Watch Co., has been carried by me seven months; its total variation from mean time being only 47 seconds.
WILLIAM PARRY,
Of Parry, Sons & Preston, Jersey City, N. J.

Watch No. 1034, Stem-Winder,—Bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J."—manufactured by the United States Watch Co., has been carried by me seven months; its total variation from mean time being only 47 seconds.
J. C. PRIEST, Asst Sup't N. Y. C. & H. R. R.

Watch No. 1117, Stem-Winder,—Bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J."—manufactured by the United States Watch Co., has been carried by me fifteen months; its total variation from mean time being only 47 seconds.
A. F. PHELPS, Con. N. J. Central R. R. Co.

Watch No. 1057, Stem-Winder,—Bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J."—manufactured by the United States Watch Co., has been carried by me since June, 1871; its total variation from mean time being only 47 seconds.
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Watch No. 1125, Stem-Winder,—Bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J."—manufactured by the United States Watch Co., has been carried by me fourteen months, six months of that time at sea, and in all the various climates of Europe. During that time not a second's variation from mean time has been noticed.
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E. G. WHIPPLE, Cen. U. & P. R. R.

Watch No. 1145, Stem-Winder,—Bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J."—manufactured by the United States Watch Co., has been carried by me twelve months; its total variation from mean time being only 47 seconds.
L. VERGOMAN,
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Watch No. 1221, Stem-Winder,—Bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J."—manufactured by the United States Watch Co., has been carried by me eleven months; its total variation from mean time being only 47 seconds.
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